

**Draft Agenda****MINUTES**

Approval of the January 21, 2026 regular meeting minutes.

**PROCLAMATIONS**

**P-1 Proclamation Honoring Talia Thomasson for Setting Two Rutgers University Records in the NCAA Division III Track Program** (To be presented by Commissioner Joann Gattinelli)

**P-2 Proclamation in Recognition of Marc Frederick Nagetegal for Achieving the Rank of Eagle Scout.** (Previously presented by Commissioner Nick DeSilvio)

**PUBLIC PORTION**

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 JEFFERSON**

**A-1 RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF ENGAGEMENT WITH KEEFE LAW FIRM, LLC.**

This Resolution authorizes the Commissioner Director to execute a Letter of Engagement with the Keefe Law Firm, LLC, for the provision of professional legal services as Special Counsel regarding Per- and Polyfluorinated Substances (PFAS) investigation and litigation. The Firm previously filed a motion with the U.S. District Court on behalf of other NJ counties to intervene in a pending lawsuit between the NJ Department of Environmental Protection and E.I. Dupont De Nemours and the 3M Company, and the County of Gloucester wishes to be added as an Intervening Third-Party Plaintiff, particularly since PFAS are found in water, air, soil and materials, including fire extinguishing foam used in training and emergency response events and at firefighting training facilities, such as the Gloucester County Fire Academy.

**A-2 RESOLUTION ACKNOWLEDGING THE NAME CHANGE OF BOWMAN & COMPANY, LLC TO PKF O'CONNOR DAVIES, LLP.**

This Resolution acknowledges the name change of Bowman & Company, LLC to PKF O'Connor Davies, LLP. Correspondence was received from the contractor notifying the County of a name change and providing the appropriate documentation from the NJ Department of the Treasury confirming same. As a result, it is necessary for the County to adjust all relative contracts, amendments, purchase requisitions, certificates of availability, etc. to reflect said name change.

**A-3 RESOLUTION AUTHORIZING 2025 APPROPRIATION RESERVE BUDGET TRANSFERS.**

This Resolution authorizes 2025 reserve budget transfers in accordance with N.J.S.A. 40A:4-59, which provides that all unexpended balances carried forward after the close of the year are available (until lapsed at the close of the succeeding year), to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allows transfers to be made from the unexpended balances which are expected to be insufficient during the first three (3) months of the succeeding year.

**DEPARTMENT OF HEALTH & HUMAN SERVICES****DEPUTY DIRECTOR JEFFERSON  
COMMISSIONER WENG****B-1 RESOLUTION AUTHORIZING A CONTRACT WITH ACENDA, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2028 IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER YEAR.**

This Resolution authorizes a contract for the provision of recreational scholarships for youth, at risk, residing in households with low income and/or court involved as a method to combat juvenile delinquency by eliminating excessive free/unsupervised time, per RFP-26-011, with Acenda, Inc., from January 1, 2026 to December 31, 2028, in an amount not to exceed \$45,000.00 per year.

**B-2 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH ADVANCED COUNSELING SERVICES, LLC.**

This Resolution authorizes an extension to a contract with Advanced Counseling Services, LLC for a 12-hour Intoxicated Driver Resource Center (IDRC) that will provide education and screening services to Gloucester County Residents and individuals referred by the Intoxicated Driver Program, pursuant to RFP-23-010, from January 1, 2026 to December 31, 2026.

**B-3 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE.**

This Resolution authorizes an extension to a contract with New Hope Integrated Behavioral Health Care for a 48-hour Intoxicated Driver Resource Center (IDRC) that will provide education and screening services to Gloucester County Residents and individuals referred by the Intoxicated Driver Program, pursuant to RFP-23-011, from January 1, 2026 to December 31, 2026.

**B-4 RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COOPERATIVE.**

This Resolution authorizes the Commissioner Director to execute an Agreement with The Cooperative in order for the County Department of Health to receive a subaward from the Cooperative which is funded by the New Jersey Department of Health. The funding will be used by the County's nursing unit to conduct lead screenings for children from February 1, 2026 to June 30, 2026.

**B-5 RESOLUTION AUTHORIZING PURCHASES FROM MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS, LLC VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM FEBRUARY 5, 2026 TO FEBRUARY 4, 2027 IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

This Resolution authorizes purchases from McKesson Medical-Surgical Government Solutions, LLC via the Sourcewell National Cooperative Pricing System, Contract number 041823-MML, and from State Contract number 25-COMG-91957, of various medical supplies and pharmaceuticals as needed by the Health Department and other various departments.

**B-6 RESOLUTION AUTHORIZING A GRANT AMENDMENT AND ACCEPTANCE OF ADDITIONAL FUNDING RELATIVE TO THE SUSTAINING LOCAL PUBLIC HEALTH INFRASTRUCTURE GRANT.**

This Resolution authorizes the County, through the Department of Health to accept additional funds in the amount of \$60,000.00 from the NJ Association of County and City Health Officials (NJACCO), and authorizes the Director to execute the Letter of Grant Amendment dated January 15, 2026, as required by NJACCO. This is the second amendment to the grant, resulting in a new total grant amount of \$253,000.00. All funds must be used by the budget end period of March 31, 2026.

**B-7 RESOLUTION AUTHORIZING A GRANT AMENDMENT AND ACCEPTANCE OF ADDITIONAL FUNDING RELATIVE TO THE ENHANCING LOCAL PUBLIC HEALTH INFRASTRUCTURE GRANT.**

This Resolution authorizes the County, through the Department of Health to accept additional funds in the amount of \$295,000.00 from the NJ Association of County and City Health Officials (NJACCO), and authorizes the Director to execute the Letter of Grant Amendment dated January 15, 2026, as required by NJACCO. This is the second amendment to the grant, resulting in a new total grant amount of \$4,866,590.00. All funds must be used by the budget end period of March 31, 2026.

**B-8 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATE OF DEBARMENT AND/OR SUSPENSION AS REQUIRED FOR THE RECEIPT OF FEDERAL FUNDING PURSUANT TO 2 CFR SECTION 180.**

This Resolution authorizes the Commissioner Director to execute a Certificate of Debarment, Suspension, Ineligibility and Voluntary Exclusion as required by the New Jersey Department of Human Services in accordance with 2 CFR Section 180 of the federal code of regulations, in order for the County to receive the CY2026 allocation of funding to be used for case management and administration of various welfare programs through the Division of Social Services.

**B-9 RESOLUTION AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES REGARDING ADMINISTRATION OF DMAHS PROGRAMS.**

This Resolution authorizes the Commissioner Director to execute a Memo of Understanding with the NJDHS to memorialize responsibilities and procedures regarding administration of its Division of Medical Assistance and Health Services ("DMAHS") Programs by the Gloucester County Division of Social Services, including the NJ Medicaid and Children's Health Insurance Program ("CHIP"), in accordance with State and federal law under 42 C.F.R. 431.10(d), and to allow GCDSS access to new State technology platforms. This MOU will replace all prior agreements with DMAHS for the administration of qualifying healthcare programs, and shall be effective for a one-year period, which may be extended for two additional annual terms.

**B-10 RESOLUTION AUTHORIZING AN INTERNSHIP AGREEMENT WITH ROWAN UNIVERSITY FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.**

This Resolution authorizes a Student Internship Agreement with Rowan University for the provision of training opportunities to Rowan students via unpaid internships within the County Division of Senior Services under the supervision of appropriate County personnel from January 1, 2026 to December 31, 2026.

**B-11 RESOLUTION APPROVING A CONCESSIONAIRE CONTRACT WITH BOGEY'S CLUB & CAFÉ, LLC AND PROVIDING FOR CERTAIN PAYMENTS AND REIMBURSEMENTS TO THE COUNTY.**

This Resolution authorizes a concessionaire contract with Bogey's Club and Café, LLC, pursuant to RFP-26-013, for use and operation of the commercial kitchen, restaurant/bar area, outdoor tent and walk-up concession stand at the Gloucester County Pitman Golf Course is hereby awarded to Bogey's Café & Club, LLC with terms as specifically set forth in the contract for a five (5) year period from January 6, 2026 to January 5, 2031.

**DEPARTMENT OF PUBLIC SAFETY &  
VETERANS AFFAIRS**

**COMMISSIONER BIANCO  
COMMISSIONER GATTINELLI**

**C-1 RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 FOR \$43,200.00.**

The Resolution authorizes a contract with Everbridge, Inc. for a renewal computer subscription and maintenance and support services for the Mass Notification Pro System,

from January 1, 2026 to December 31, 2026, for \$43,200.00. C.A.F. No. 26-00394 has been obtained to certify funds.

**C-2 RESOLUTION AUTHORIZING A CONTRACT WITH GOVWORX, INC., FROM DECEMBER 27, 2025 TO DECEMBER 26, 2026, FOR \$26,000.00.**

The Resolution authorizes a contract with GovWorx, Inc. for the purchase of CommsCoach AI proprietary software service platforms and subscriptions, which creates fully automated AI-based call simulation scenarios for the training of dispatchers. C.A.F. No. 26-00395 has been obtained to certify funds.

**C-3 RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH EDMUNDS GOVTECH, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 FOR A TOTAL AMOUNT OF \$58,942.50.**

This Resolution authorizes a purchase contract with Edmunds GovTech, Inc. regarding annual software maintenance and hosting services for the proprietary Edmunds financial application used by the County from January 1, 2026 to December 31, 2026 for \$58,942.50. C.A.F. Number 26-00429 was obtained to certify funds.

**C-4 RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2026 TO DECEMBER 31, 2027 FOR \$109,812.00 AND A CONTRACT IN AN AMOUNT NOT TO EXCEED \$8,000.00 ANNUALLY.**

This Resolution authorizes a contract with Siemens Industry, Inc. for the provision of support and maintenance for the proprietary Siemens XLS-V Fire Alarm System at the Justice Complex, including the required annual certification, for a total amount of \$109,812.00 as per quote dated December 11, 2025, plus \$8,000.00 per year for additional unforeseen maintenance and repairs as needed from January 1, 2026 to December 31, 2027. C.A.F. Number 26-00430 has been obtained to certify funds.

**DEPARTMENT OF EDUCATION &  
ECONOMIC DEVELOPMENT**

**COMMISSIONER GATTINELLI  
COMMISSIONER BIANCO**

**DEPARTMENT OF LAW & JUSTICE**

**COMMISSIONER DESILVIO  
COMMISSIONER KONAWEL**

**E-1 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF FUNDING FROM THE STATE OF NEW JERSEY, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LAW AND PUBLIC SAFETY, YOUTH JUSTICE COMMISSION THROUGH THE YOUTH DETENTION STABILIZATION GRANTS.**

This Resolution authorizes the application and acceptance of funding from the State of New Jersey, Office of the Attorney General, Department of Law and Public Safety, Youth Justice Commission through the Youth Detention Stabilization Grants. Counties are eligible for reimbursement under this program if they incur per diem costs to house youth in out of county detention centers and may request reimbursement for per diem costs exceeding \$500.00. The funding is retroactive to July 1, 2025, and is available through June 30, 2026.

**E-2 RESOLUTION AUTHORIZING A CONTRACT WITH COMPUTER SQUARE, INC. D/B/A CSI TECHNOLOGY GROUP FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 FOR A TOTAL AMOUNT OF \$140,651.40.**

This Resolution authorizes a proprietary contract with Computer Square, Inc. d/b/a CSI Technology Group regarding maintenance on certain equipment purchased including Infoshare, Discovery component, Internal Affairs module, Microsoft Azure and Cloud Hosting for Azure from January 1, 2026 to December 31, 2026 for a total amount of \$140,651.40. Cloud services for EDiscovery is a one-time payment of \$3,600.00 and

included in the total fee. Payments will be made on a quarterly basis. C.A.F. Number 26-00513, 26-00514, 26-00515 was obtained to certify funds.

**E-3 RESOLUTION AUTHORIZING A CONTRACT WITH COMPUTER SQUARE, INC. D/B/A CSI TECHNOLOGY GROUP FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 FOR A TOTAL AMOUNT OF \$155,000.00**

This Resolution authorizes a proprietary contract with Computer Square, Inc. *d/b/a* CSI Technology Group for the purchase of the Brady/Giglio Enhancement Module, which cross-references the Internal Affairs Module used by the County Prosecutor's Office, by tracking every officer involved in a case, the Juvenile eScreening/CJP Process Module and Juvenile Module Discovery Process for a total amount of \$155,000.00, which includes installation and training. C.A.F. Number 26-00567, 26-00568, 26-00569 was obtained to certify funds.

**DEPARTMENT OF PUBLIC WORKS,  
LAND & PROPERTY**

**COMMISSIONER WENG  
DEPUTY DIRECTOR JEFFERSON**

**F-1 RESOLUTION APPROVING THE MANUAL OF SPECIFICATIONS AND PROCEDURES FOR COUNTY ROADWAY ACCESS AND OPENING PERMITS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING AND TO AMEND THE ADMINISTRATIVE CODE.**

This Resolution authorizes the Manual of Specification and Procedures for County Roadway Access and Opening Permits for the Department of Public Works, Division of Engineering. It is necessary to modify the previously adopted document and amend the Gloucester County Administrative Code, more specifically Section 6.0: Permit Fees and Guarantees, 7. Utility Companies and the Gloucester County Administrative Code

**F-2 RESOLUTION AUTHORIZING A PROPRIETARY CONTRACT WITH TRI-M GROUP, LLC FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$250,000.00.**

This Resolution authorizes a proprietary contract with TRI-M Group, LLC for on-call maintenance and repair services for HVAC control systems at the Justice Complex, Old Court House, Administration Building, Health Department, Government Services Building, Budd Boulevard and Social Services Building, as well as the as-needed replacement of obsolete Andover controllers from January 1, 2026 to December 31, 2025, in an amount not to exceed \$250,000.00. Existing controllers are 15-25 years old. Andover HVAC controllers are programmable devices that may be used to monitor and efficiently control building HVAC, lighting, and security systems.

**F-3 RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 FINAL TO DECREASE THE CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC. FOR ENGINEERING PROJECT #22-06.**

This Resolution authorizes Change Order No. 2-Final to decrease the contract with Richard E. Pierson Construction Co., Inc. by 117,849.96 in regard to resurfacing and safety improvements to N. Evergreen Avenue (CR 553) and Broadway (CR 551) from Redbank Avenue (CR 644) to State Route 47 in the Township of Deptford, City of Woodbury, and Borough of Westville, known as Engineering Project #22-06. This Change Order is necessary due to adjustments in the contract quantities to meet actual constructed field quantities, thereby resulting in a new total contract amount of \$2,097,751.21.

**F-4 RESOLUTION AUTHORIZING CHANGE ORDER NO. 2-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC. REGARDING ENGINEERING PROJECT #23-18SA.**

This Resolution authorizes Change Order No.2-Final to decrease the contract with South State, Inc. by \$267,735.25 regarding the 2022 Countywide ADA Ramp, Sidewalk, Driveway and Curbing Improvement Project, known as Engineering Project #23-18SA. This is necessary due to adjustments in the contract quantities to meet actual

constructed field quantities, thereby resulting in a new total contract amount of \$748,059.01. This Project is State-aid funded.

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**COMMISSIONER KONAWEL  
COMMISSIONER DESILVIO**

**G-1 RESOLUTION AUTHORIZING A CONTRACT WITH NEUMO GROUP, LLC  
FROM JANUARY 1, 2026 TO DECEMBER 31, 2030 IN AN AMOUNT NOT TO EXCEED  
\$400,000.00.**

This Resolution authorizes a contract with Neumo Group, LLC for the supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System, from January 1, 2026 to December 31, 2030, in an amount not to exceed \$80,000.00 per year, resulting in an amount not to exceed \$400,000.00.

**G-2 RESOLUTION AUTHORIZING A CONTRACT WITH CLEAR CHANNEL  
OUTDOOR, LLC FROM FEBRUARY 9, 2026 TO SEPTEMBER 8, 2026 FOR  
\$48,837.50.**

This Resolution authorizes a contract with Clear Channel Outdoor, LLC for an advertising campaign to reach out to voters using outdoor bulletin and poster production and Out of Home (OOH) Services, from February 9, 2026 to September 8, 2026, for \$48,837.50. C.A.F. No. 26-00396 has been obtained to certify funds.

**MINUTES**

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 3, 2026.

**Roll Call**

	Present	Absent
Commissioner Konawel	X	
Deputy Director Jefferson	X	
Commissioner Gattinelli	X	
Commissioner DeSilvio	X	
Commissioner Weng	X	
Commissioner Bianco	X	
Director DiMarco	X	

Changes to the Agenda

**MINUTES**

Approval of the December 29, 2025 and January 2, 2026 regular meeting minutes.

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel				X		
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio				X		
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

**PROCLAMATIONS**

**56352 Proclamation Honoring the Kingsway High School Field Hockey Team Fourth Consecutive 2025 South Jersey Group IV Champions and 2025 NJSIAA Group IV State Champions.** (Previously presented by Deputy Director Jim Jefferson)

**56353 Proclamation Honoring Head Baseball Coach Robert Valli for Achieving his Third Consecutive NJCAA Division III World Series Title.** (Previously presented by Commissioner Joann Gattinelli)

**56354 Proclamation in Recognition of Connor Becker for Achieving the Rank of Eagle Scout.** (Previously presented by Commissioner Tom Bianco)

**56355 Proclamation in Grateful Recognition of Dedicated Public Service presented to Mayor Carolyn King-Sammons.** (Previously presented by Commissioner Chris Konawel)

PUBLIC PORTION

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

**MOTION TO OPEN TO THE PUBLIC**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

**MOTION TO CLOSE PUBLIC PORTION**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

RESOLUTIONS**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DIMARCO**  
**DEPUTY DIRECTOR JEFFERSON**

**56356 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY, GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY, GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT, AND THE COUNTY FOR A FIVE-YEAR TERM.**

**56357 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH REHAB CLINICS (SPT) D/B/A NOVACARE REHABILITATION.**

**56358 RESOLUTION AUTHORIZING 2025 APPROPRIATION RESERVE BUDGET TRANSFERS.**

**56359 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JANUARY, 2026.**

**56360 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR THE CALENDAR YEAR 2026.**

**56361 RESOLUTION AUTHORIZING THE LEASING OF COPY MACHINES FROM RICOH USA, INC. AND T&G INDUSTRIES, INC. VIA STATE CONTRACTS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$150,000.00 EACH.**

**56362 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT VIA STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2026.**

**56363 RESOLUTION AUTHORIZING PURCHASES FROM WEST PUBLISHING CORPORATION VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$35,000.00.**

56364 RESOLUTION AUTHORIZING PURCHASES FROM W. B. MASON COMPANY, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$190,000.00.

56365 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE PROVISION OF WEIGHTS AND MEASURES SERVICES.

**MOTION TO APPROVE RESOLUTION 56356 THROUGH 56365**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X		R. 56356	
Deputy Director Jefferson	X		X		Bill List 24-09889	
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X		Bill List 25-09665 25-09851	
Commissioner Bianco			X			
Director DiMarco			X		Bill List 25-01494 25-01495 25-01496 25-02658 25-08181 25-09581	

Comments: N/A

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**DEPUTY DIRECTOR JEFFERSON  
COMMISSIONER WENG**

56366 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH GLASSBORO PUBLIC SCHOOLS.

56367 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO DIRECT CONTRACT WITH CLAYTON PUBLIC SCHOOLS FOR JUVENILE SERVICES FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

56368 RESOLUTION AUTHORIZING A ONE-YEAR EXTENSION TO A SHARED SERVICES AGREEMENT WITH ROWAN UNIVERSITY, ROWAN COLLEGE OF SOUTH JERSEY, AND THE COUNTY FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

56369 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO CONTRACTS FOR VARIOUS PROGRAMS AND SERVICES, FOR A TERM OF THREE YEARS FROM JANUARY 1, 2026 TO DECEMBER 31, 2028, WITH THE OPTION TO EXTEND FOR TWO (2) ONE (1) YEAR TERMS.

56370 RESOLUTION AUTHORIZING A LICENSE AGREEMENT AND EXTENSION OF THE CONTRACT TERM WITH MEDICAT, LLC TO NOVEMBER 9, 2030.

56371 RESOLUTION AUTHORIZING A PURCHASE FROM ALLIED UNIVERSAL SECURITY SERVICES VIA STATE CONTRACT FROM JANUARY 1, 2026 TO MAY 31, 2026 IN AN AMOUNT NOT TO EXCEED \$270,000.00.

56372 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CME ASSOCIATES.

56373 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026.

56374 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2026 TO JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

56375 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND RELATIVE SUPPLIES FROM QUADIENT, INC. VIA STATE CONTRACT FROM FEBRUARY 1, 2026 TO JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED \$150,000.00.

56376 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.

56377 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN MOTELS FOR CODE BLUE PLACEMENTS FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$79,250.00

**MOTION TO APPROVE RESOLUTIONS 56366 THROUGH 56377**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X	R. 56371 and R. 56372		
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X	R. 56371 and R. 56372		
Commissioner Weng		X	X		R. 56369	
Commissioner Bianco			X			
Director DiMarco			X			

Comments: Commissioner DeSilvio posed questions regarding Resolution 56367, seeking clarification on whether the contract included behavioral services; County counsel answered the question regarding behavioral services. Commissioner DeSilvio then posed a question regarding Resolution 56371, asking why the Sheriff's Department was not utilized for this service. County Counsel clarified that the contract was not new and that the County has previously used these services.

**DEPARTMENT OF PUBLIC SAFETY &  
VETERANS AFFAIRS**

**COMMISSIONER BIANCO  
COMMISSIONER GATTINELLI**

56378 RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION FOR \$385,588.26.

56379 RESOLUTION AUTHORIZING A PURCHASE FROM MOTOROLA SOLUTIONS, INC., THROUGH STATE CONTRACT FOR \$599,055.22.

56380 RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC. FROM DECEMBER 29, 2025 TO DECEMBER 28, 2026 FOR A TOTAL AMOUNT OF \$54,800.00.

**MOTION TO APPROVE RESOLUTIONS 56378 THROUGH 56380**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson			X			
Commissioner Gattinelli		X	X			
Commissioner DeSilvio			X			
Commissioner Weng			X			
Commissioner Bianco	X		X			
Director DiMarco			X			

Comments: N/A

DEPARTMENT OF EDUCATION &  
ECONOMIC DEVELOPMENTCOMMISSIONER GATTINELLI  
COMMISSIONER BIANCO

## DEPARTMENT OF LAW &amp; JUSTICE

COMMISSIONER DESILVIO  
COMMISSIONER KONAWEL

56381 RESOLUTION AUTHORIZING PAYMENTS DUE TO MOTOROLA SOLUTIONS, INC. FOR A TOTAL AMOUNT OF \$46,020.00.

## MOTION TO APPROVE RESOLUTION 56381

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel		X	X			
Deputy Director Jefferson			X			
Commissioner Gattinelli			X			
Commissioner DeSilvio	X		X			
Commissioner Weng			X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

DEPARTMENT OF PUBLIC WORKS,  
LAND & PROPERTYCOMMISSIONER WENG  
DEPUTY DIRECTOR JEFFERSON

56382 RESOLUTION AUTHORIZING PAYMENT TO ALL RISK, INC. FOR EMERGENCY REMEDIATION IN THE AMOUNT OF \$185,945.44.

56383 RESOLUTION AUTHORIZING A PURCHASE FROM PITNEY BOWES, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$150,000.00.

56384 RESOLUTION AUTHORIZING CONTRACTS TO GREAT AMERICAN GAS & ELECTRIC, LLC AND UGI ENERGY SERVICES FOR SUPPLY AND DELIVERY OF NATURAL GAS SERVICES FROM DECEMBER 1, 2025 TO NOVEMBER 30, 2028.

56385 RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS.

56386 RESOLUTION AUTHORIZING PURCHASES FROM CUMBERLAND TIRE CENTER, INC. VIA STATE CONTRACT FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

56387 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH FIRST QUALITY, INC. T/A COTTMAN TRANSMISSION FROM DECEMBER 20, 2025 TO DECEMBER 19, 2027 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

56388 RESOLUTION AUTHORIZING PURCHASES FROM MONTAGE ENTERPRISES, INC. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JANUARY 21, 2026 TO JANUARY 20, 2027 IN AN AMOUNT NOT TO EXCEED \$60,000.00.

56389 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1-FINAL TO INCREASE THE CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC.

**MOTION TO APPROVE RESOLUTIONS 56382 THROUGH 56389**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson		X	X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng	X		X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES****COMMISSIONER KONAWEL  
COMMISSIONER DESILVIO**

**56390 RESOLUTION AUTHORIZING A CONTRACT WITH COLORSOURCE, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT NOT TO EXCEED \$800,000.00.**

**MOTION TO APPROVE RESOLUTION 56390**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel	X		X			
Deputy Director Jefferson			X			
Commissioner Gattinelli			X			
Commissioner DeSilvio		X	X			
Commissioner Weng			X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

Old Business

New Business

**Public Portion (time limit of five (5) minutes per person)****Motion to open the meeting to the public**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

**Anthony Alverio of Woodbury** addressed the Board regarding the Reorganization Meeting.

**Carol Rhoades of Barnesboro** addressed the Board regarding the appointment of Steve Sweeney as Administrator.

**Motion to close the meeting to the public**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

**Adjournment****Motion to adjourn**

	Motion	Second	Yes	No	Abstain	Absent
Commissioner Konawel			X			
Deputy Director Jefferson	X		X			
Commissioner Gattinelli			X			
Commissioner DeSilvio			X			
Commissioner Weng		X	X			
Commissioner Bianco			X			
Director DiMarco			X			

Comments: N/A

Time: Meeting was adjourned at 6:22 p.m.

~ HONORING ~  
**Talia Thomasson**  
*For Setting Two Rutgers University Records in the NCAA Division III Track Program*

**WHEREAS**, it is the desire of the Gloucester County Board of Commissioners to honor Talia Thomasson for setting two Rutgers University records in the schools NCAA Division III track program; and

**WHEREAS**, Talia resides in West Deptford with her parents Tom and Lauren Thomasson and a recent graduate of West Deptford High School where she graduated in the top 10 of her class, was inducted into the National Honor Society, and served her community in volunteer work with the Salvation Army; and

**WHEREAS**, Talia had a successful sports career in high school where she played varsity soccer for four years and was on the first team all-conference twice and recognized twice for the New Jersey Girls Soccer Coaches Association (NJGSCA). Talia was also a member of her high school's varsity winter track for four years and varsity spring track, where she earned second team all-conference in hurdles for her junior year and earned first team all-conference in hurdles for her senior year; and

**WHEREAS**, Talia Thomasson is a current honors student at Rutgers University in her freshman year and currently enrolled in the health science major program where she was recently added to the Dean's List for her academic achievements. Talia is a member of the NCAA Division III indoor and outdoor track where she set two new university records, the 600-meter program with a time of 1:51.89 and the 4\*200 relay with a time of 1:51.39.

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Frank J. DiMarco, as Director, and on behalf of the 2026 Gloucester County Board of Commissioners, James B. Jefferson, Tom Bianco, Nicholas DeSilvio, Joann Gattinelli, Christopher Konawel and Matthew Weng do hereby honor Talia Thomasson for setting two new Rutgers University records in the NCAA Division III track program.

**IN WITNESS WHEREOF**, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 4<sup>th</sup> day of February, 2026

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Frank J. DiMarco  
Director

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James B. Jefferson  
Deputy Director

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Tom Bianco  
Commissioner

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Nicholas DeSilvio  
Commissioner

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Joann Gattinelli  
Commissioner

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Christopher Konawel  
Commissioner

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Matthew Weng  
Commissioner

Attest: 

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Laurie J. Burns, Clerk of the Board

Gloucester County  
Board of Commissioners  
**Proclamation**

*In Recognition of*  
**MARC FREDERICK NAGTEGAAL**  
**FOR ACHIEVING THE RANK OF EAGLE SCOUT**

WHEREAS, the Gloucester County Board of Commissioners would like to recognize Marc Nagtegaal for achieving the rank of Eagle Scout as a member of Scouting America Troop 7009; and

WHEREAS, Marc began his scouting career with Cub Scouts West Deptford Pack 296 in 2015 and began as a Wolf. He earned his Arrow of Light in March 2019 and crossed over to Troop 295, eventually transferring to 7009, both in West Deptford. On November 2, 2025, he earned Eagle with Troop 7009; and

WHEREAS, Marc earned 36 Merit Badges, including the 21 required for Eagle Scout. He demonstrated exceptional leadership in Scouting America as Den Chief, Chaplain's Aide, Quartermaster, and Assistant Senior Patrol Leader, and will serve as Senior Patrol Leader in 2026. Regardless of title, he consistently assisted where needed—leading meetings, planning camp activities, supporting adult leadership—and takes pride in guiding younger Scouts on their Scouting journey; and

WHEREAS, Marc devoted many hours to community service, including cleanups, Wreaths Across America, and VFW and American Legion programs such as the 2023 Welcome Home Vietnam Veterans Recognition Dinner, memorial services, 9/11 ceremonies, and holiday observances. He also served as an American flag bearer in numerous parades; and

WHEREAS, Marc participated in over 20 camping trips, including annual weeklong summer camps. He hiked, swam, canoed, kayaked, competed in Klondike Derbies, camped in all weather conditions, built fires, carved tools, and helped younger Scouts learn these skills.; and

WHEREAS, Marc chose his Eagle Scout project to honor his friend Matt who passed away from cancer. The passing of Marc's friend deeply affected him, and he knew he had to honor Matt in a lasting way. Because Matt loved nature and staying active, Marc envisioned more than just a garden—he created a sensory garden. He presented his proposal to the Board of Education, worked with the elementary school principal to finalize the details, and led a team of Scouts and adults through every step, from collecting materials to building and painting. Over two days in 90+ degree heat, Marc guided a team of 3–10 people to complete the project. On June 22, 2025, he presented Matt's family with a finished garden featuring a bench, flower pots with Matt's favorite flowers, a discovery station for exploring rocks, a tic-tac-toe game made from a tree trunk and painted stones, and a commemorative plaque. Every detail reflected Marc's dedication and pride in bringing his vision to life in memory of his friend.

NOW, THEREFORE BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2026 Gloucester County Board of Commissioners James Jefferson, Joann Gattinelli, Nicholas DeSilvio, Thomas Bianco, Matthew Weng and Christopher Konawel do hereby honor and recognize Marc Nagtegaal on his achievement of the Rank of Eagle Scout as well as his leadership and dedicated service to his community.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31<sup>st</sup> day of January, 2026.



**RESOLUTION AUTHORIZING EXECUTION OF A LETTER  
OF ENGAGEMENT WITH KEEFE LAW FIRM, LLC**

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(I), any contract, agreement or purchase, the subject matter of which consists of professional services is an exception to the bidding requirements of the Local Public Contracts Law; and

**WHEREAS**, the County of Gloucester has a need for professional legal services with a specialty in Per- and Polyfluorinated Substances (PFAS) investigation and litigation, and the Keefe Law Firm, LLC (the “Firm”), of 2 Bridge Avenue, Building 6, Floor 2, Suite 623, Red Bank, NJ 07701, is recognized as experts in this particular area of law; and

**WHEREAS**, the Firm previously filed a motion with the U.S. District Court on behalf of other NJ counties to intervene in a pending lawsuit between the NJ Department of Environmental Protection and E.I. Dupont De Nemours and the 3M Company, and the County of Gloucester wishes to be added as an Intervening Third-Party Plaintiff, particularly since PFAS are found in water, air, soil and materials, including fire extinguishing foam used in training and emergency response events and at firefighting training facilities; and

**WHEREAS**, County Counsel recommends that the Letter of Engagement from the Keefe Law Firm, LLC be entered into for the provision of professional legal services as Special Counsel on a contingency fee basis.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the Director shall be and is hereby authorized to execute, and the Clerk of the Board directed to attest to the Letter of Engagement with the Keefe Law Firm, LLC, for the provision of professional legal services as Special Counsel regarding the Per- and Polyfluorinated Substances (PFAS) investigation and litigation as referenced hereinabove, on a contingency fee basis.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

## **LETTER OF ENGAGEMENT**

**(PRIVILEGED AND CONFIDENTIAL)**

### **Purpose and Scope of Representation**

The County of Gloucester, New Jersey (hereinafter "You" or "Client") hereby agrees to retain the Keefe Law Firm (hereinafter the "Firm") as the Client's attorneys for the purpose of reviewing and analyzing the Client's Confidential Information as defined below, in order to investigate and evaluate potential environmental claims, based in statute or common law, for, among other things, the contribution, reimbursement and/or recovery of costs, expenses or damages related to investigation, evaluation, preparation, construction, operation, improvement, maintenance, upgrade, removal and/or remediation of/for PFAS contamination to property owned, operated or controlled by Client, including, but not limited to, any fire academy(ies), airport(s), or waste water treatment facility(ies). (hereinafter, "the Matter(s)"). The Firm's representation does not include, and the Firm is not responsible for the costs and expenses of the Client's actual investigation, evaluation, preparation, construction, operation, maintenance, upgrade, improvement, removal and/or remediation of any environmental contamination or pollution.

If, after the investigation described above, the Firm believes the Client has viable existing claim(s) against one or more responsible parties, the Firm, after consultation with and approval of the Client, will file and prosecute such Matter(s) as are necessary on the Client's behalf against any responsible parties. The Firm will submit any proposed complaint or claim to the Client for approval before filing. The Firm has not made and makes no promises or guarantees as to the probabilities of outcomes or the amounts recoverable in connection to the Client's claim(s) or Matter(s). If the Firm and Client agree to file such Matter(s), claim(s) or complaint(s) on Client's behalf, the remaining sections of this agreement shall apply and the parties shall not be required to enter into an additional retainer agreement regarding such Matter(s), claim(s) or complaint(s).

In order to investigate and evaluate the potential claim(s) or Matter(s), the Client agrees to share Confidential Information with the Firm, which includes, but may not be limited to, (a) data pertaining to substances present in any relevant property or drinking water sources that are required by law to be removed or remediated by Client, (b) past and present expenses for costs of removing and/or remediating those substances from any relevant property or drinking water source, as well as projections for future removal expenses or costs, (c) all records and other sources of information relevant to determining the source of the substances being removed or remediated from property or drinking water supply and responsible parties and (d) any other records or documents that the Firm deem necessary for their investigation and evaluation. The Firm shall use the Confidential Information in good faith and solely for the purpose of the Matter(s) and shall not disclose it to anyone, with the exception of the Firm's staff members, any other associated and/or retained counsel, and outside experts or consultants retained by the Firm for the purpose of the Matter(s), unless and until the Client expressly authorizes in writing further disclosure. The Client agrees that the Firm's analysis compiled in connection with the Firm's investigation and evaluation of the Matter(s), which will be shared with the Client, constitutes work product, except that the Firm agrees to use and disclose such work product only as set forth above.

The Firm may associate with and/or retain other counsel as necessary to investigate and evaluate this Matter(s), but only with the Client's prior express approval. The Firm will enter into separate agreements with counsel regarding their participation and compensation in this Matter(s). The division of fees among any such counsel does not change the total Contingency Fee described below.

### **Fees and Expenses**

Client has the choice of paying the Firm either a contingent fee or an hourly fee. At the time of this Agreement, the Billing Schedule for the Firm is:

Partners:	\$650 per hour
of Counsel, Keefe:	\$675
of Counsel, O'Brien:	\$525
Junior Partner:	\$550
Counsel:	\$500
Senior Associate (7+years):	\$425
Junior Associate (0-7years):	\$375
Paralegal:	\$175
Law Clerk:	\$135

The Firm reserves the right to adjust its billing rates on a semi-annual basis, which will be provided to Client by written notice.

If Client selects the contingent fee, it is only obligated to pay in the event of a settlement, judgment, or other resolution in Client's favor. Further, if Client selects the contingent fee, consistent with New Jersey's Court Rules, the Client agrees to pay the Firm and any associate counsel a total Contingency Fee of one-third (or 33.33%) of the total amount of money or other items of value obtained in connection with a settlement, judgment and/or resolution on the Client's behalf. If there is no recovery, the Client shall not be responsible for reimbursing the Firm for any fees, costs, or expenses. Unless otherwise stated and agreed to by the parties in this Agreement, Client has chosen and elected to compensate the Firm through a contingent fee.

### **Costs and Expenses**

In the event of a settlement, judgment or resolution in Client's favor, in addition to the Contingency Fee defined above, the Firm will require that Client reimburse any costs and expenses incurred in order to investigation and prosecution of the Matter(s) out of the monies recovered on Client's behalf. These costs and expenses include but are not limited to: court filing fees; process serving fees; witness fees; private investigator fees; photographer/graphic artist fees; expert or consultation fees; reasonable matter-related travel, consultation and/or appearance fees; mail, messenger and other delivery charges; parking and other local travel; transportation, meals, lodging and all other costs of necessary for out-of-town travel; photocopying, scanning, and faxing charges; and computerized legal research charges. Costs will be limited to reasonable and customary rates within the legal industry. If it is deemed necessary by the Firm to utilize a lien resolution service, this charge will be an expense against any settlement proceeds. This list is not exhaustive. In addition to the foregoing costs and expenses, other charges may be incurred in connection with the

performance of the services described herein by the Firm. The Firm may employ such legal, scientific, or other technical experts or investigators who, in their opinion, are necessary to investigate the facts surrounding the Matter(s) or necessary to prosecute any claim(s) or Matter(s) on behalf of the Client. The Firm may hire experts, investigators, or consultants at reasonable and customary rates within the legal industry. All such experts, investigators or consultants shall report exclusively to the Firm. It is agreed that the Firm may decline in their sole discretion, to advance such costs and disbursements for expert, investigator or consultant testimony, investigation, or other services.

#### **Law Firm's Right to Withdraw as Counsel**

The Firm agrees to initially investigate the Client's potential claim(s). The Firm reserves the right to withdraw from the engagement and from the representation of the Client, subject to the ethical restrictions imposed upon law by the applicable Code of Professional Responsibility. For example, and without limitation, if Client fails to cooperate, if Client misrepresents material facts, if Client fails to follow the advice of the Firm (other than with respect to settlement, which is solely for the Client to decide), or if Client requests the Firm to take any position or action that in the Firm's good faith opinion requires or permits our withdrawal because of professional duties imposed upon us by the applicable Code of Professional Responsibility Law, the Firm may withdraw. If the Firm seeks to terminate this engagement for any reason, written notice will be given to the Client.

#### **Discharge of Law Firm by Client**

If the Firm is discharged by the Client, the Firm will receive, at the election of the Firm, either (1) the reasonable and fair value of the services provided by the Firm prior to such discharge or (2) a proportional share of the contingency fee portion of the ultimate recovery by the Client, such proportional share to be determined by comparing the amount of value of work done by the Firm to the amount or value of work performed by other counsel, or as otherwise determined by the Court. If no election is made by the Firm at the time of discharge, the Firm shall be presumed to have elected option (2).

If Client discharges the Firm, Client understands that, in consideration for the services the Firm provided up to the time of such discharge, the Firm also will be entitled to be reimbursed for all costs and expenses advanced by the Firm on behalf of Client with respect to Client's claim(s) or Matter(s) immediately following such discharge, and that Client will be obligated to reimburse the Firm for such costs or expenses.

#### **Claims Excluded From this Engagement**

This Agreement does not include any contract or agreement for any other legal representation not expressly referenced in this Agreement. The Client understands that the Firm will not provide any tax, accounting, engineering, scientific, regulatory, technical, or financial advice or services regarding any claim(s) or Matter(s). If additional legal services are necessary in connection with or beyond the scope of the engagement reflected herein and the Client requests an attorney to perform such services, separate and additional fee arrangements will be made between the Client and the Firm. Any requests for legal services unrelated to this engagement must be set forth in a separate written agreement signed by the Client and the Firm.

### **Arbitration of Disputes**

Any disputes arising out of, based upon or otherwise regarding the Agreement shall be submitted to arbitration pursuant to the laws of the State of New Jersey. If the parties to the dispute are unable to agree upon an arbitrator, such arbitration shall be submitted to the American Arbitration Association (“AAA”). Such arbitration shall be governed by and subject to the substantive and procedural laws of the State of New Jersey. The selection of the arbitrator by AAA shall be limited to retired New Jersey Supreme or Superior Court Judges. The parties agree that any disputes as to the breach of this Agreement shall be resolved by arbitration. All decisions absent fraud will be deemed final with no right of appeal by either party.

**By agreeing to arbitration, each party understands that it shall not be permitted to bring a lawsuit or any other equitable, injunctive or legal action or proceeding in any state or federal court, and expressly, knowingly, and voluntarily waives any right to have any dispute decided by a judge or jury in court.**

### **New Jersey Law**

This Investigation Letter of Engagement shall be construed in accordance with the laws of the State of New Jersey and all parties consent to the jurisdiction and venue in the State of New Jersey.

### **Acknowledgement**

The undersigned on behalf of the Client hereby acknowledges that he/she has read and fully understands the foregoing, that he/she has had an opportunity to consult with independent counsel, that he/she is authorized to enter into this agreement, and that he/she agrees to the representation on the terms set forth in this Letter of Engagement. The undersigned acknowledges receipt of a fully executed copy of this agreement.

This Letter of Engagement constitutes the entire agreement between the Client and the Firm regarding the Matter(s). It can only be amended by a written document signed by both the Client and the Firm that explicitly indicates the intent to modify the agreement.

Should any portion of this agreement be found unenforceable, the remaining portions of the agreement shall remain in full effect.

You understand that the Firm represents other clients in other matters, and it is possible that the Firm may have clients, now or in the future, with a claim against You or Your employees, insureds, principals and/or agents stemming from matters unrelated to the subject of this Agreement. Should a conflict arise in the Firm’s representation of the Client in this Matter(s), the Firm reserves the right to seek appropriate conflict waivers from the Client pursuant to the Rules of Professional Conduct.

DATED \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

On Behalf of the County of Gloucester

DATED \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

On Behalf of the Keefe Law Firm

A-2

**RESOLUTION ACKNOWLEDGING THE NAME CHANGE OF  
BOWMAN & COMPANY, LLC TO PKF O'CONNOR DAVIES, LLP**

**WHEREAS**, on January 2, 2026, the County of Gloucester awarded a contract to Bowman & Company, LLA for professional accounting and other related services regarding the County Welfare Agency (CWA) single audit, as per RFP-26-008, from January 1, 2026 to December 31, 2026 in an amount not to exceed \$66,850; and

**WHEREAS**, the County received correspondence from the contractor requesting a name change from Bowman & Company, LLC to PKF O'Connor Davies, LLP, and provided appropriate documentation from the NJ Department of the Treasury confirming same; and, as a result, it is necessary for the County to adjust all relative contracts, amendments, purchase requisitions, certificates of availability, etc. to reflect said name change.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the County hereby acknowledges the name change of Bowman & Company, LLC to PKF O'Connor Davies, LLP, and that any relative contracts, amendments, purchase requisitions and certificates of availability shall now reflect the name of PKF O'Connor Davies, LLP for current and future payments due; and

**BE IT FURTHER RESOLVED** that the Director and/or County's Qualified Purchasing Agent shall be authorized to execute any documents necessary which may be required to ensure continuation of the contract; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of the original contract that have not been amended herein 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 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

PKFOC005



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PKF O'CONNOR DAVIES, LLP

**Trade Name:**

**Address:** 300 TICE BOULEVARD SUITE 315  
WOODCLIFF LAKE, NJ 07677

**Certificate Number:** 1609636

**Effective Date:** January 05, 2011

**Date of Issuance:** August 23, 2021

**For Office Use Only:**

20210823193654964

PKFOC 885

Certification 19606

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2025 to 15-Aug-2028



**PKF OCONNOR DAVIES, LLP**

**300 TICE BLVD.**

**WOODCLIFF LAKE**

**NJ 07677**

The handwritten signature of Elizabeth Maher Muoio, State Treasurer.

**ELIZABETH MAHER MUOIO**  
State Treasurer

**RESOLUTION AUTHORIZING 2025 APPROPRIATION  
RESERVE BUDGET TRANSFERS**

A-3

**WHEREAS**, the County Treasurer has recommended the following 2025 appropriation reserve budget transfers in the total amount of \$849,000.00, as more particularly set forth herein; and

**WHEREAS**, the proposed 2025 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

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

1. The Board of Commissioners of the County of Gloucester hereby authorizes the following 2025 appropriation reserve budget transfers:

**TRANSFER FROM**

Health Services – S&W	54,000.00
Health Services – OE	20,000.00
Disability Services – S&W	12,000.00
Senior Services – OE	43,500.00
Social Services – S&W	350,000.00
Social Services – OE	<u>369,500.00</u>
	\$849,000.00

**TRANSFER TO**

Corrections – OE	149,000.00
Highway – OE	600,000.00
Telephones – OE	<u>100,000.00</u>
	\$849,000.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING A CONTRACT WITH  
ACENDA, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2028  
IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER YEAR**

**WHEREAS**, the County requested proposals via RFP-26-011 from qualified Not-For-Profit 501-C3 agencies to provide recreational scholarships at youth, at risk, residing in households with low income and/or court involved as a method to combat juvenile delinquency by eliminating excessive free/unsupervised time; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Acenda, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey 08028, submitted the most advantageous proposal; and

**WHEREAS**, the contract shall be in an amount not to exceed \$45,000.00 per year, contingent on funding availability, from January 1, 2026 to December 31, 2028, with the option to extend two (2) one-year terms; 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 Acenda, Inc., in an amount not to exceed \$45,000.00, contingent on funding availability, from January 1, 2026 to December 31, 2026, with the option to extend for two (2) one-year terms; 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 4, 2026 at Woodbury, New Jersey.



ATTEST:

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

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

**THIS CONTRACT** is made effective this 4<sup>TH</sup> day of February, 2026, 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 recreational scholarships at youth, at risk, residing in households with low income and/or court involved as a method to combat juvenile delinquency by eliminating excessive free/unsupervised time; 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, 2026 to December 31, 2028, with the option to extend for two (2) one (1) year terms.

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 RFP-26-011. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$45,000.00 per year, contingent on the availability of grant 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-26-011, 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-26-011.

**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-26-011, 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-26-011 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 4<sup>th</sup> day of February, 2026.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO,  
DIRECTOR**

**ATTEST:**

**ACENDA, INC.**

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**Name:  
Title:**

**RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT  
WITH ADVANCED COUNSELING SERVICES, LLC**

**WHEREAS**, on January 18, 2023, a contract was awarded for a 12-hour Intoxicated Driver Resource Center (IDRC) that will provide education and screening services to Gloucester County Residents and individuals referred by the Intoxicated Driver Program, from January 1, 2023 to December 31, 2025, to Advanced Counseling Services, LLC, pursuant to RFP-23-010; and

**WHEREAS**, the specifications provided the County with the option to extend for two (2) one-year terms; and

**WHEREAS**, the Purchasing Agent has recommended that the option to extend be exercised, extending the term of the contracts for one (1) one (1) year, from January 1, 2026 to December 31, 2026, at no cost to the County.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of County Commissioners of the County of Gloucester does hereby exercise its option to extend the contract with Advanced Counseling Services, LLC, pursuant RFP-23-010 for an additional one-year term, from January 1, 2026 to December 31, 2026, and the County Purchasing Agent is directed to so inform the Contractor.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



ATTEST:

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT  
WITH NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE**

**WHEREAS**, on February 1, 2023, a contract was awarded for a 48-hour Intoxicated Driver Resource Center (IDRC) that will provide education and screening services to Gloucester County Residents and individuals referred by the Intoxicated Driver Program, from January 1, 2023 to December 31, 2025, to New Hope Integrated Behavioral Health Care, pursuant to RFP-23-011; and

**WHEREAS**, the specifications provided the County with the option to extend for two (2) one-year terms; and

**WHEREAS**, the Purchasing Agent has recommended that the option to extend be exercised, extending the term of the contracts for one (1) one (1) year, from January 1, 2026 to December 31, 2026, at no cost to the County.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of County Commissioners of the County of Gloucester does hereby exercise its option to extend the contract with New Hope Integrated Behavioral Health Care, pursuant RFP-23-011 for an additional one-year term, from January 1, 2026 to December 31, 2026, and the County Purchasing Agent is directed to so inform the Contractor.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



ATTEST:

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
WITH THE COOPERATIVE**

**WHEREAS**, the southern New Jersey Perinatal Cooperative (the “Cooperative”) with funding from the New Jersey Department of Health, Division of Family Services, is awarding sub-grants to elevate efforts to increase the number of children being screened for lead poisoning; and

**WHEREAS**, the County of Gloucester, through its Department of Health seeks to assist in this effort by reaching out to parents in Gloucester County to reinforce the importance of screening all children under six (6) years of age, and conducting such lead screenings; and

**WHEREAS**, the Cooperative agrees to reimburse the County Department of Health via a subaward in an amount not to exceed \$20,000.00, for approved program and administrative expenses as set forth in an Agreement between the County and the Cooperative for the term February 1, 2026 to June 30, 2026.

**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 Agreement with The Cooperative, which sets forth the subaward conditions and terms for the period February 1, 2026 to June 30, 2026, in an amount not to exceed \$20,000.00 in reimbursement funding; and

**BE IT FURTHER RESOLVED** that the Board of County Commissioners hereby accepts the funds awarded, and confirms that they will be used pursuant to the terms and provisions of the subaward regarding reimbursement for program and administrative expenses of the County’s nursing unit in conducting lead screenings for children.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**AGREEMENT BETWEEN THE COOPERATIVE  
AND  
GLOUCESTER COUNTY HEALTH DEPARTMENT**

This Agreement, effective 2/1/2026 between The Cooperative, located at 2500 McClellan Ave, Suite 250, Pennsauken, NJ 08109, and Gloucester County Health Department located at 204 E. Holly Avenue, Sewell, NJ 08080 establishes a formal agreement between two parties and the responsibilities of both parties to one another with regard to providing information to parents about the importance of childhood lead screening and offering additional opportunities for screening services to children in Burlington, Camden and Gloucester Counties.

**I. Introduction**

The Southern New Jersey Perinatal Cooperative with funding from the New Jersey Department of Health (NJ DOH)/Division of Family Health Services, is awarding this sub-grant to elevate efforts to increase the number of children being screened for lead poisoning through the Southern Regional Lead & Healthy Homes Coalition. Childhood lead screening rates have been traditionally low in the southern region. It is the intent of this subcontract that Gloucester County Health Department will assist The Cooperative by reaching out to parents in Gloucester County to reinforce the importance of screening of all children under six years of age.

**II. Obligations of The Cooperative**

- A. Subject to Sections II.C, III.D and III.E below, The Cooperative agrees to pay Vendor for the Lead Screening, and Outreach services listed in Exhibit A attached hereto and made a part hereof.
- B. Payments to Vendor under this Agreement for the period of February 1, 2026 through June 30, 2026 shall not to exceed \$20,000 for approved program and administrative expenses related to the activities relative to as listed in Exhibit A (Budget) attached hereto and made a part hereof.
- C. The Cooperative agrees to disburse the first payment of \$10,000 once this Agreement is finalized and an initial invoice is received. Thereafter, payments of \$5,000 will be dispersed within 10 business days from receipt of an undisputed quarterly invoice and quarterly narrative report. No funds will be dispensed if either item, or Quarterly Reporting Data, has not been submitted by Vendor for the applicable period. Only items previously approved in writing by The Cooperative and listed on Exhibit B will be processed for payment.

D. The Cooperative has designated Cathy Butler-Witt as the Project Director for this Agreement. All questions regarding financial reporting and expenditures can be directed to Allen Abiyaghi, Director of Finance. Questions or changes concerning daily programmatic issues or personnel should be directed to the Lead & Healthy Homes Program Manager, Nudar Chowdhury.

### **III. Obligations of the Vendor**

A. Vendor shall utilize staff appropriate for the functions identified in Exhibit A of this Agreement.

B. Vendor shall ensure that all employees working on the 2025/2026 Lead Screening subcontract agrees to safeguard and keep all data regarding clients confidential and not to disclose such data (regardless of its form) to any person or entity other than The Cooperative and DOH, in accordance with terms established in the client consent document.

C. Vendor agrees to submit a quarterly invoice by the 7<sup>th</sup> day of the month following the end of the preceding quarter. The invoiced expenses must correspond to the relevant information in the quarterly narrative report for that quarter. Invoices must be submitted to accountspayable@thecooperative.org nchowdhury@thecooperative.org and ltilghman@thecooperative.org

D. Vendor shall submit ongoing community and professional outreach and education activity in narrative to Nudar Chowdhury and Lauryn Tilghman by the 7<sup>th</sup> day of the following month. If any Narrative, Monthly Activity or Reporting Data report is not submitted in accordance with the time frames noted herein, invoices will not be processed for payment. The Cooperative will provide the specifications and/or forms/format required for Narrative Reports, Monthly Activity Reports, and Quarterly Reporting Data in accordance with the specific services agreed upon between The Cooperative and the subcontractor. Vendors will be notified if their performance in these activities is unsatisfactory and additional training will be made available when needed.

F. Vendor hereby designates Jessica Hampel, Accountant as the employee responsible for financial management and compliance with the provisions of this Agreement.

G. Vendor agrees that 2025 - 2026 NJDOH funds will be utilized only for budget expenditures that have been approved by The Cooperative and listed on Exhibit A & B. All budget revisions are required to be approved in writing by The Cooperative prior to expending funds for providing such un-budgeted services. Requests for budget revisions must include a narrative justifying the budget revision and attach a copy of the original and proposed budgets. If both parties agree on a budget revision, both parties shall execute an amendment to this Agreement attaching the new Budget as Exhibit A Budget, thereby replacing the existing Exhibit A Budget

- H. Vendor agrees to maintain complete and accurate personnel records, and documentation of payments made for services and supplies purchased through the grant and to make them available to The Cooperative and its auditors or any state representatives as requested.
- I. Vendor agrees to submit all materials developed with NJDOH 2025-2026 funds for review and prior approval by The Cooperative's Communications Department before use of such materials. Presentations, publications, audiovisuals or other materials that result from activities of this project must indicate or show support by New Jersey Department of Health; in standard format/logos provided by The Cooperative. Verbal reports shall also acknowledge this support.
- J. Vendor is expected to participate in NJDOH on site monitoring and support visits, subcontractor meetings and other meetings related to the 2025-2026 Lead Screening mini grant and related programs when requested by The Cooperative.

#### **IV. Term and Termination**

- A. The term of this Agreement shall commence on the date set forth above and shall remain in effect until June 30, 2026 or until such time that this Agreement may be modified or terminated, or the funds obligated to support this Agreement have been expended.
- B. Anything herein to the contrary notwithstanding, this Agreement may be terminated for any reason by either party upon thirty (30) days written notice or immediately if either party for any reason is unable to carry out the duties as stated herein or if grant funding is altered. The Cooperative may terminate this Agreement immediately if Vendor fails to comply with any of the provisions of this agreement. Any notice of termination under this provision shall specify the termination date.

#### **V. Compliance with Law**

- A. Vendor agrees to comply with all Federal, State, and Municipal laws, rules and regulations applicable to the activities that Vendor is engaged in the performance of this Agreement. Failure to comply with such laws, rules or regulations shall be grounds for termination of this Agreement.

#### **VI. Indemnification**

- A. Vendor shall solely be responsible for and shall indemnify, keep, save, and hold The Cooperative, NJDOH and its officers, directors, employees and agents harmless from all claims, loss, costs, liability, obligation, lien, encumbrance, expense or damage, whether direct or contingent, in any way related to the delivery of the 2025-2026 NJDOH program services by Vendor, including without limitation, any claims for injury to persons, including mental or physical injuries, disabilities and

death, or property. The foregoing indemnification shall include, without limitation, all costs and expenses including, fines, penalties, court costs and attorney's fees. This provision shall survive termination of this agreement. The Cooperative shall notify Vendor of any such claim against The Cooperative covered by this indemnification within thirty (30) days after it has received notice of such claim; provided, however, that failure to notify Vendor shall in no case prejudice the rights of The Cooperative under this Agreement. Should Vendor fail to discharge or undertake to defend The Cooperative against such liability on learning of same, then The Cooperative may defend and/or settle such liability and Vendor liability shall be conclusively established by such action, including any settlement consideration, reasonable costs and expenses, and attorneys' fees, incurred by The Cooperative.

## **VII. General**

- A.** The parties agree that continuation of funding under this Agreement is expressly dependent upon the availability of funds to the The Cooperative from the NJDOH which will be based upon progress and satisfactory performance in the previous year, including timely submission of reports. The Cooperative shall not be held liable for any breach of this Agreement due to the absence of available funding appropriations.
- B.** In the performance of the duties and obligations under this Agreement. It is expressly agreed and understood that Vendor and its agents are acting and performing as independent contractors and nothing in this Agreement shall be construed as creating an employee/employer relationship, a joint venture or otherwise.
- C.** The Cooperative reserves the right to request additional data deemed necessary to evaluate the services provided by Vendor under this Agreement and Vendor agrees to provide such additional data promptly upon request by The Cooperative.
- D.** A return copy of this Agreement with the signature of the Vendor authorized representative denotes acceptance of the conditions of this Agreement.
- E.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to choice of law principles. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of any provision of this Agreement.
- F.** This agreement shall not be altered or amended except pursuant to an instrument in writing signed by the parties hereto. This Agreement sets forth the complete and sole understanding between The Cooperative and Vendor with respect to its subject matter and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings,

promises, and/or representations made by either party to the other, whether oral, written, or in any other form, not expressly included herein.

G. Any notice required or permitted under this Agreement must be given by the parties in writing personally or by certified mail or overnight courier service, return receipt requested at the addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

The Cooperative

Gloucester County Health Department

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Date:

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Date

**Exhibit A**  
**SCOPE OF SERVICES**  
**Childhood Lead Screening and Prevention Mini Grant**  
**Gloucester County Health Department**  
**February 1,2026-June 30, 2026**

#### **AGENCY OVERVIEW**

The Gloucester County Health Department provides comprehensive public health services to residents of Gloucester County five days per week. Urgent public health needs that occur on weekends are addressed through the Gloucester County Telecommunications Center, where callers may request to speak with a Health Department representative.

Childhood immunization and health screening services are offered at two county locations:

- Main Location: 204 E. Holly Avenue, Sewell, NJ 08080 (1.5 days per week)
- West Deptford Location: 110 Budd Boulevard, West Deptford, NJ 08096 (2 days per month)

The Gloucester County Health Department also provides Women, Infants, and Children (WIC) services five days per week at the following locations:

- Sewell
- West Deptford
- Williamstown (125 Virginia Avenue)

In 2024, the Gloucester County Health Department screened 202 children ages 0–6 for lead exposure, identifying 112 children who received lead testing, representing a screening rate of 55.4%. In 2025, 161 children in the same age group were screened, with 58 children receiving lead testing, resulting in a screening rate of 36.0%. This decline of 19.4 percentage points highlights a significant reduction in lead screening coverage among young children. This decrease underscores the ongoing need for enhanced outreach, education, and resource support to ensure early identification of lead exposure and to prevent the long-term health and developmental impacts of lead poisoning in vulnerable populations.

#### **ACTION PLAN**

Gloucester County Health Department Public Health Nurses will collaborate with the Gloucester County WIC Program to provide blood lead screening to eligible children attending in-person WIC appointments.

Each month, Public Health Nurses will conduct blood lead screenings:

- At least once per month at the Williamstown and West Deptford WIC locations
- One time per week at the Sewell location, which serves the highest volume of clients

Through this enhanced collaboration and increased screening opportunities, the Health Department anticipates testing at least 75 children for lead during the grant period.

## **METHOD**

Blood lead screening services provided by the Gloucester County Health Department consist of collecting blood specimens via fingerstick. Specimens are collected using filter paper and submitted to MedTox Laboratories for analysis. Test results are typically returned within 7–10 days.

The following procedures will be followed:

- Blood lead screening will be offered to children ages 0–6 years who are eligible, in accordance with state and federal guidelines.
- Eligibility will be pre-screened by checking lead lab results in CDRSS & NJIIS systems prior to the scheduled clinic day.
- Demographic, medical, and insurance information for each child will be collected at the time of screening, entered into Medicat EHR, and used to complete the requisition form.
- For children without medical insurance coverage, the Gloucester County Health Department will absorb the cost of the blood lead screening to ensure access to services.

## **EQUIPMENT:**

- Alcohol wipes
- Dry gauze
- Adhesive dressing
- Safety lancet
- Gloves
- Collection filter paper

## **PROCEDURE:**

1. Standard precautions shall always be observed.
2. Collect materials needed to facilitate collection.
3. Perform hand hygiene.
4. Put on examination gloves (latex, vinyl or nitrile).
5. Correctly identify the patient by two forms of identification; ask the guardian to state and/or spell his/her name and give you their date of birth; check these against the requisition.
6. Inform the patient and the guardian of the collection process.
7. Identify finger to be used (best choices are 3<sup>rd</sup> or 4<sup>th</sup> finger of the non-dominant hand), gently massage finger then cleanse area with 70% alcohol or comparable solution, allow finger to dry.
8. Place the safety lancet firmly against the finger pad and activate.
9. Using clean gauze, wipe the first drop of blood.
10. Gently express a drop of blood and allow it to fall onto the filter paper within the designated circle and repeat until each of the three circles are filled.
11. Hold firm pressure against puncture site until bleeding subsides.
12. Place a Band-Aid over the puncture site.
13. Complete a progress note and lab form in Medicat EHR.

**Exhibit B**  
**BUDGET**

Childhood Lead Screening and Prevention Mini Grant  
Gloucester County Health Department  
February 1,2026-June 30, 2026

<b>Project Budget Item</b>	<b>Cost</b>
Medtox Laboratories Cost	\$1000.00
PHNs salary & fringe	\$19000.00
<b>Total Project Budget</b>	<b>\$20,000.00</b>

**RESOLUTION AUTHORIZING PURCHASES FROM MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS, LLC VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM AND STATE CONTRACT FROM FEBRUARY 5, 2026 TO FEBRUARY 4, 2027 IN AN AMOUNT NOT TO EXCEED \$50,00000**

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

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements, and by resolution adopted on December 18, 2019 the County of Gloucester ("County") joined the Sourcewell National Cooperative Pricing System as member number 47764; and

**WHEREAS**, the County has a need to purchase various medical supplies and pharmaceuticals, as needed by the County Health Department; and

**WHEREAS**, it has been determined that the County can purchase said supplies from McKesson Medical-Surgical Government Solutions, LLC via the Sourcewell National Cooperative Pricing System, Sourcewell #041823-MML, and State Contract Number 25-COMG-91957, in an amount not to exceed \$50,000.00, for the term February 5, 2026 to February 4, 2027; and

**WHEREAS**, the purchases are for estimated units on an as-needed basis and is therefore open-ended, which does not obligate the County of Gloucester to make any minimum purchase or engage any service and, therefore, a Certificate of Availability of Funds is not required at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the purchase of various medical supplies and pharmaceuticals from McKesson Medical-Surgical Government Solutions, LLC is hereby authorized, via the Sourcewell National Cooperative Pricing System, Sourcewell #041823-MML, and State Contract Number 25-COMG-91957, from February 5, 2026 to February 4, 2027, in a total amount not to exceed \$50,000.00; 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 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING A GRANT AMENDMENT AND  
ACCEPTANCE OF ADDITIONAL FUNDING RELATIVE TO THE  
SUSTAINING LOCAL PUBLIC HEALTH INFRASTRUCTURE GRANT**

**WHEREAS**, by Resolution adopted on July 3, 2024, the County of Gloucester authorized submission of a grant application to the New Jersey Department of Health regarding the Sustaining Local Public Health Infrastructure Grant for funding in the amount of \$168,049.00, for funding to be used by the County Department of Health to support local health departments within the State in the provision of a wide range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities; and

**WHEREAS**, by letter dated June 9, 2025 from the New Jersey Association of County and City Health Officials (NJACCO), the County was notified that they were amending the grant (OLPH25PHI001) and by Resolution adopted July 2, 2025, the County accepted additional funds in the amount of \$24,951.00, for a new total grant amount of \$193,000.00; and

**WHEREAS**, by letter dated January 15, 2026 from NJACCO, the County was again notified that they were amending the grant for an additional \$60,000.00, resulting in a new total grant award of \$253,000.00, to be expended by budget end date March 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the County hereby accepts the additional funds in the amount of \$60,000.00 awarded by the New Jersey Department of Health through NJACCO, relative to the Sustaining Local Public Health Infrastructure Grant (#OLPH25PHI001), for a new total grant award of \$252,000.00 to be expended by March 31, 2026; and

**BE IT FURTHER RESOLVED** that the Director is hereby authorized to execute the Letter of Grant Amendment, and any other documents which may be required for receipt of the additional funding.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS  
PO BOX 6987, FREEHOLD, NJ 07728  
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

**Sustaining Local Public Health Infrastructure Grant  
Letter of Grant Amendment**

January 15, 2026

Gloucester County Health Department  
C/O Annmarie Ruiz  
204 East Holly Ave  
Sewell, NJ 08080

Dear Annmarie Ruiz,

The New Jersey Association of County and City Health Officials (NJACCHO) is amending your Sustaining Local Public Health Infrastructure (OLPH25PHI001, CFDA number 93.323), based on your request for additional funding. An amount of \$60,000 will be added to your current grant. Your new total award amount is \$253,000. Please be advised that all funds must be expended by 3/31/26. The terms of your original agreement remain in place.

A Budget Modification form will be sent via Submittable for you to complete. Budget documents should be updated to match your revised award.

This agreement may only be modified or amended in writing executed by both parties. This agreement may be terminated by either party upon thirty (30) days written notice to the other party stating the reason for the termination.

In witness whereof, the parties hereto have signed this two (2) page Letter of Agreement on the date as indicated below.

For Gloucester County Health Department:

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Signature

Frank J. DiMarco, Commissioner Director  
Print Name

2/4/2026  
Date



Public Health  
Prevent. Promote. Protect.



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS  
PO BOX 6987, FREEHOLD, NJ 07728  
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

For the NJACCHO:

Signature

Linda Brown, Executive Director, NJACCHO

Date



Public Health  
Prevent. Promote. Protect.

**RESOLUTION AUTHORIZING A GRANT AMENDMENT AND  
ACCEPTANCE OF ADDITIONAL FUNDING RELATIVE TO THE  
ENHANCING LOCAL PUBLIC HEALTH INFRASTRUCTURE GRANT**

**WHEREAS**, by Resolution adopted on January 18, 2023, the County of Gloucester authorized submission of a grant application regarding the Enhancing Local Public Health Infrastructure Grant in the amount of \$2,278,152.00, for the term October 1, 2022 to June 30, 2023, for funding to be used by the County Department of Health to provide critical resources to state, local and territorial health departments in support of a wide range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities; and

**WHEREAS**, by letter dated September 15, 2023 from the New Jersey Association of County and City Health Officials (“NJACCHO”), the County Health Department was notified that they were amending the grant to increase funding and extend the term end date, and by Resolution adopted October 8, 2023, the County accepted the funds for \$2,280,938.00 for a new total grant award of \$4,559,090.00; and thereafter, a second notice was received in February, 2024 of a no cost extension to the grant end date to June, 30, 2025; and

**WHEREAS**, by letters dated February 10, 2025 and June 16, 2025 from NJACCO, the County was notified that they were amending the grant (#OLPH23PHI002) for additional funding in the amount of \$12,500.00, for a new total grant award of \$4,571,590, and extended the grant budget period through March 31, 2026; and

**WHEREAS**, by letter dated January 15, 2026 from NJACCO, the County was again notified that they were amending the grant for an additional \$295,000.00, resulting in a new total grant award of \$4,866,590.00, to be expended by budget end date March 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the County hereby accepts the additional funds in the amount of \$295,000.00 awarded by the New Jersey Department of Health through NJACCO, relative to the Enhancing Local Public Health Infrastructure Grant (#OLPH23PHI002), for a new total grant award of \$4,866,590.00 to be expended by March 31, 2026; and

**BE IT FURTHER RESOLVED** that the Director is hereby authorized to execute the Letter of Grant Amendment, and any other documents which may be required for receipt of the additional funding.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS  
PO BOX 6987, FREEHOLD, NJ 07728  
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

## Enhancing Local Public Health Infrastructure Grant Letter of Grant Amendment

January 15, 2026

Gloucester County Health Department  
C/O Annmarie Ruiz  
204 East Holly Ave  
Sewell, NJ 08080

Dear Annmarie Ruiz,

The New Jersey Association of County and City Health Officials (NJACCHO) is amending your Enhancing Local Public Health Infrastructure (OLPH23PHI001, CFDA number 93.323), based on your request for additional funding. An amount of \$295,000 will be added to your current grant. Your new total award amount is \$4,866,590. Please be advised that all funds must be expended by 3/31/26. The terms of your original agreement remain in place.

A Budget Modification form will be sent via Submittable for you to complete. Budget documents should be updated to match your revised award.

This agreement may only be modified or amended in writing executed by both parties. This agreement may be terminated by either party upon thirty (30) days written notice to the other party stating the reason for the termination.

In witness whereof, the parties hereto have signed this two (2) page Letter of Agreement on the date as indicated below.

For Gloucester County Health Department:

\_\_\_\_\_  
Signature

Frank J. DiMarco, Commissioner Director

Print Name

2/4/2026

Date



Public Health  
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NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS  
PO BOX 6987, FREEHOLD, NJ 07728  
[WWW.NJACCHO.ORG](http://WWW.NJACCHO.ORG)

*PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911*

For the NJACCHO:

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Signature

Linda Brown, Executive Director, NJACCHO

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Date



Public Health  
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B-8

**RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATE OF  
DEBARMENT AND/OR SUSPENSION AS REQUIRED FOR THE RECEIPT  
OF FEDERAL FUNDING PURSUANT TO 2 CFR SECTION 180**

**WHEREAS**, the County of Gloucester, through its Division of Social Services, administers certain New Jersey welfare programs for families such as WorkFirst New Jersey/ Temporary Assistance for Needy Families (WFNJ/TANF), and WorkFirst New Jersey/ General Assistance (WFNJ/GA), which are funded by both federal and State government; and

**WHEREAS**, the New Jersey Department of Human Services, Division of Family Development, has notified the County that the CY 2026 allotment of funding is available, to be used by the County Division of Social Services for administration and case management of such aforesaid programs; and

**WHEREAS**, pursuant to federal regulations, a transaction between the State and the County, including the County's receipt of the federal funds from the State, is a "lower tier transaction"; and

**WHEREAS**, prior to receiving funding and pursuant to federal regulation 2 CFR Section 180, the County as an awardee, is required to execute a certification, formally entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County, nor its principals are debarred, suspended, or otherwise prohibited from participating in the transaction by any federal agency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute the Certification of Debarment and/or Suspension as required in accordance with 2 CFR Section 180 regarding funding, which includes federal funds, to be used by the County Division of Social Services for various applicable welfare programs; and

**BE IT FURTHER RESOLVED** that the County of Gloucester hereby accepts CY 2026 allotment of funding, and confirms the Division of Social Services will be responsible for implementation of the funding in accordance with all requirements.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**New Jersey Department of Human Services**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative: Frank J. DiMarco, Commissioner Director

COUNTY OF GLOUCESTER

Signature: Frank J. DiMarco, Commissioner Director

Date: \_\_\_\_\_

This certification is required by the regulations implementing Executive order 12689, Debarment and Suspension, 2 CFR Part 2998.



## State of New Jersey

**PHILIP D. MURPHY**  
*Governor*

**TAHESHA L. WAY**  
*Lt. Governor*

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF FAMILY DEVELOPMENT  
PO BOX 716  
TRENTON, NJ 08625-0716

**SARAH ADELMAN**  
*Commissioner*

**NATASHA JOHNSON**  
*Assistant Commissioner*

January 9, 2026

Shane Stevenson, Director  
Gloucester County Board of Social Services  
400 Hollydell Dr.  
Sewell, NJ 08080

Dear Mr. Stevenson:

The CY 2026 funding allocations for the Gloucester County Board of Social Services are included below:

Program Allocation	CY 2026 Allocation/Obligation	FFY 2026 Allocation	FFY 2027 Allocation
TANF Administration	\$866,070	\$649,553	\$216,518
TANF Case Management	\$720,590	\$540,442	\$180,147
GA Administration	\$754,825	\$566,119	\$188,706
GA Case Management	\$207,840	\$155,880	\$51,960
CSP Administration	\$336,913	\$252,685	\$84,228
FSP Administration	\$203,868	\$152,901	\$50,967
SSBG Administration	\$415,264	\$311,448	\$103,816

### FEDERAL GRANT INFORMATION

Some of the above-mentioned allocations contain federal grants. Therefore, as required by federal regulations, the chart on page two shows a listing of available state-wide total award amounts for Division of Family Development (DFD) programs receiving federal grants from the Food and Nutrition Service (FNS), Administration for Children and Families (ACF) and the Centers for Medicare & Medicaid Services (CMS). The General Assistance and Social Service allocations are state funded.

### SUSPENSION AND DEBARMENT

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. DFD, as the recipient of federal awards, allocates funding to the County Social Service Agencies. In accordance with 2 CFR Section 180, the awardee must verify that each of its sub-awardees are not suspended, debarred or otherwise excluded. Accordingly, each agency must complete the attached Certificate of Suspension and/or Debarment.

January 9, 2026

Page 2

Program	Grant Number	CFDA Number	Federal Agency	Award Date	Award Amount
SNAP	1NJ400404	10.561	FNS	10/1/2025	\$164,000,000
TANF	2501NJTANF	93.558	ACF	10/1/2025	\$100,675,377
				1/1/2026	\$100,675,377
				4/1/2026	\$100,675,377
				7/1/2026	\$100,675,377
				Total TANF	\$402,701,508
CSP	2401NJCSES	93.563	ACF	10/1/2025	\$51,638,398
				1/1/2026	\$51,638,398
				4/1/2026	\$51,638,398
				7/1/2026	\$51,638,398
				Total CSP	\$206,553,592
Quarterly Award Amounts are estimated figures provided to FNS and ACF. Actual award amounts may vary.					

## CIVIL RIGHTS ASSURANCE

The State agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11(c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP.

This addendum clarifies core civil rights requirements to ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations and current guidance from the Department of Justice (DOJ) and the U.S. Department of Agriculture (USDA).

## RESEARCH AND DEVELOPMENT

No federal funds allocated to the County Social Service Agencies from DFD are for the purpose of research and development.

## DE MINIMIS RATE

The DFD SFY 2024 negotiated indirect fixed cost rate approved by the Federal Department of Health and Human Services is 20%. A de minimis rate is not charged.

## FEDERAL FUND ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

Also, the United States Office of Management and Budget (OMB) implemented new reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA). These requirements are applicable to all new federal funded grant awards greater than \$30,000.

Prime recipients (State departments or agencies) are responsible for the reporting of all data required by FFATA including data elements for lower-tier awards made to sub-recipients. The attached worksheet

January 9, 2026

Page 3

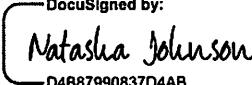
includes the data elements that DFD must report. For detailed guidance and instructions, including information on obtaining the DUNS number, refer to [www.frsrsgov](http://www.frsrsgov).

Non-compliance with these regulations could put the State in jeopardy of losing federal funds. It is imperative that the data be submitted in order to complete our federal reporting obligations. We are requiring that each sub-recipient (County Social Service Agency) complete the attached worksheet and return to us no later than **February 16, 2026**.

Please advise us of any issues or delays in meeting this request.

If you have any questions concerning this matter, please call Jennifer LaCerra at 609-438-4888.

Sincerely,

DocuSigned by:  
  
Natasha Johnson  
04887999837D4AB...  
Natasha Johnson  
Assistant Commissioner

NJ:TMf

Enclosures

C: Erin Taliaferro, Fiscal Officer

## Federal Funding Accountability and Transparency-CSSA 2026 ALLOTMENTS

Agency	Gloucester County Division of Social Services
Street Address	400 Hollydell Drive
City, State, Zip	Sewell, NJ 08080

DUNS Number	957362247
Congressional District	1st

Fiscal Year	CY2026
Allocation Total	\$1,586,660.00
Allocation Term	01/01/2026 - 12/31/2026

Contact	Erin Taliaferro
Title	Fiscal Officer
Phone	856-853-3354
e-mail	<a href="mailto:etaliaferro@co.goucester.nj.us">etaliaferro@co.goucester.nj.us</a>
Principal Place of Performance	Gloucester County Division of Social Services
City, State	Sewell, NJ
Zip	08080
Congressional District	1st
<b>Subcontracts: (provide name, address, ceiling, DUNS number)</b>	
(attach separate sheet with detailed subcontract information as necessary)	
N/A	

### Executive Compensation:

As required by Federal regulations, as a sub-recipient of Federal funding, if your agency received (1) 80% or more of its gross revenues in US Federal contracts, subcontracts, loans, grants, subgrants, and/or other cooperative agreements; and (2) \$30,000,000 or more in annual gross revenues from US Federal contracts, subcontracts, loans, grants, and/or other cooperative agreements in the preceding completed fiscal year then provide the **total compensation and names of the top 5 executives**.

N/A

B-9

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES  
REGARDING ADMINISTRATION OF DMAHS PROGRAMS**

**WHEREAS**, the County of Gloucester desires to enter into a Memorandum of Understanding between the New Jersey Department of Human Services and the Gloucester County Division of Social Services for administration of Division of Medical Assistance and Health Services ("DMAHS") Programs, including the New Jersey Medicaid Program and the Children's Health Insurance Program ("CHIP"), commonly referred to as NJ FamilyCare; and

**WHEREAS**, DHS is permitted to delegate the authority to perform certain NJ FamilyCare services including making eligibility determinations, providing fair hearings and related activities, to County welfare agencies ("CWA"), in order to assist DHS in its responsibility to administer New Jersey's Medical Assistance and Health Services Programs, in accordance with 42 C.F.R. 431.10, N.J.S.A. 30:4D-7, N.J.S.A. 30:4J-12 and N.J.A.C. 10:49-1.2(a); and

**WHEREAS**, a Memorandum of Understanding is necessary to memorialize the parties' responsibilities and expectations for administration and tracking of DMAHS Programs, and to implement CWA program changes and security measures for protected health information, and to establish incentives for timely eligibility determinations for new applications, in accordance with 42 C.F.R. 431.10(d).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the Director of the Gloucester County Division of Social Services be and is hereby authorized to execute the Memorandum of Understanding with the New Jersey Department of Human Services regarding administration of DMAHS Programs, including the New Jersey Medicaid Program and the Children's Health Insurance Program, in accordance with the requirements of applicable state and federal law.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

And

Gloucester County Division of Social Services

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REGARDING

THE ADMINISTRATION OF DMAHS PROGRAMS INCLUDING  
THE NEW JERSEY MEDICAID AND CHILDREN'S HEALTH  
INSURANCE PROGRAMS

\*\*\*\*\*

WHEREAS, the Department of Human Services ("DHS") and the Gloucester County Social Service Agency (the "CSSA"), (together the "Parties") desire to enter into a Memorandum of Understanding ("MOU") for the purposes set forth below; and

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

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

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

- Both Parties agree that should this MOU be terminated prior to the expiration of its term, both Parties will work together as needed so that both Parties may remain in compliance with the requirements of State and federal law.
- Any termination of this MOU shall be without prejudice to any obligations or liabilities of the Parties accrued prior to such termination. All funds expended are accountable through the cost allocation system.
- This MOU may be extended by both Parties agreeing in writing to extend the MOU for two (2) additional annual terms.
- DMAHS may at any time unilaterally amend Appendices with 30 days of notice provided to the CSSA and without requiring an amendment of the entire MOU when needed for compliance with State or federal requirements, or for emergent circumstances.

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

the CSSA agrees:

- a. to submit an annual budget. Included in the CSSA's budget submission will be a roster including only the staff that the CSSA is counting in its budget as full (100%) time dedicated to performing Medicaid work to ensure timely and accurate processing of cases. See Appendix A Roster Template. In addition, examples of items to be in the budget to be submitted by the CSSA to DMAHS for approval shall include, but not be limited to, salaries and wages, travel expenses, office space expense, and allocation of administrative expenditures. The CSSA will not be paid for any expenses included in its calendar year budget until such budget has been approved by the DMAHS. Upon approval, the CSSA shall be responsible for the non-federal share of any approved budget expenditures. Caseload, full time employees (FTEs), budget, and work product will be reviewed quarterly by DMAHS fiscal staff;
- b. that its eligibility determinations will be performed within applicable time requirements (except in unusual circumstances, eligibility must be determined within 45 days unless the person applies for Medicaid on the basis of disability in which case the time frame is 90 days maximum) and conform with 42 CFR 431.10(c)(3). Unusual circumstances must be documented in the Worker Portal and include, for example: (1) when the agency cannot reach a decision because the applicant or an examining physician delays or fails to take required action, or (2) an administrative or other emergency beyond the agency's control. If an unusual circumstance is not documented in the Worker Portal, the case will be included in the CSSA's processing times;
- c. to be paid consistent with DMAHS's Eligibility Determination Incentive and Penalty Payment Program: In accordance with P.L. 2019, c.246, payments will be made quarterly as set forth in Appendix B to this MOU based on average county-specific statistics using DMAHS reports and system capabilities;
- d. to use the Worker Portal to process MAGI and ABDeligibility;
- e. to use the Worker Portal to timely enter applications (including paper applications) within three (3) business days;
- f. to use the Worker Portal to timely update each application's status as described in Appendix B;
- g. the CSSA is required to use only approved written communications such as standardized letters in the Worker Portal and notices and applications as set forth by DMAHS;
- h. that all paper applications including all supporting paper documentation that was used to determine eligibility will be timely scanned into the current document imaging system. Paper applications and redeterminations, all verifications, MAGI determinations, worker case notes regarding the determination, and anything else relevant to the case determination not in the worker portal will be scanned into the document imaging system. All documents will be scanned into the document imaging system according to the guidance provided by DMAHS;
- i. to enter into a corrective action plan delineating measurable outcomes and deadlines for improvements if requirements in this MOU are not performed; and
- j. that the CSSA shall be responsible for any retraction of any payments due to federal eligibility audit findings on cases processed after April 1, 2021 for any case deemed ineligible. Any recoupment shall not exceed 50% of the total incentive payment awarded to the CSSA for the calendar year in which any cases improperly deemed

eligible were found. The recoupment will be applied to the CSSA as an adjustment to payment due for the following calendar year.

3. **COMPLIANCE WITH LAW AND OFFICIAL GUIDANCE:** Pursuant to 42 C.F.R. 431.10(d), DMAHS must have an agreement with the CSSA for determining eligibility. This agreement must set forth the relationship and respective responsibilities of the parties, the quality control and oversight of DMAHS including instituting corrective action, and that the CSSA will comply with all Medicaid requirements in carrying out its eligibility functions including complying with all relevant federal and State laws, regulations and policies, such as those related to the eligibility criteria applied by the agency under 42 CFR part 435, prohibitions against conflicts of interest and improper incentives, and safeguarding confidentiality. Consistent with this federal requirement, the CSSA agrees to assist in DHS's administration of the Medicaid and CHIP programs in accordance with the Medicaid State Plan and CHIP State Plan and any waivers or demonstration projects (and any amendments), the current and future State Appropriations Act, the applicable provisions of State and federal law including N.J.A.C. 10:49-1.1 et seq., N.J.A.C. 10:69-1.1 et seq., N.J.A.C. 10:70-1.1 et seq., N.J.A.C. 10:71-1.1 et seq., N.J.A.C. 10:72-1.1 et seq., N.J.A.C. 10:78-1.1 et seq., N.J.A.C. 10:79-1.1 et seq., as these laws may be amended, any federal State Health Official Letter, New Jersey Medicaid Communications or other DHS or CMS official policy guidance, and any future regulations promulgated under federal or State law.
  - a. **NATIONAL VOTER REGISTRATION ACT (NVRA):** The CSSA shall comply with the voter registration agency requirements of the NVRA as required by law (52 USC 20506; N.J.S.A. 19:31-6.11; N.J.S.A. 30:4D-19.1), Medicaid Communication guidance, and any settlement DHS or DMAHS enters into related to compliance with the NVRA. The CSSA will keep records of voter registration activities and interactions as requested by DMAHS (including number of voter registration opportunity forms and applications mailed, the number of opportunity forms received back and what they state, and the number of completed voter registration applications sent to the Division of Elections or a County Elections Office) and timely report to DMAHS each quarter the NVRA statistics required by the New Jersey Division of Elections. The CSSA will not include completed voter registration documents with an individual's eligibility file.
  - b. **NON-DISCRIMINATION NOTICES:** The CSSA agrees to incorporate DHS-approved non-discrimination statements in all eligibility notices, and maintain the non-discrimination poster in public areas of its office at all times. (See section 1557 of the Patient Protection and Affordable Care Act for the federal requirements on medical assistance and other programs.)
  - c. Consistent with 45 CFR 92.1 et seq., CSSAs shall provide appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternate formats free of charge and in a timely manner as necessary to ensure equal opportunity to participate in NJ FamilyCare. The CSSA shall also provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to individuals with limited English

proficiency. Upon request, DMAHS will assist the CSSA when possible to provide the alternate formats and translated documents.

**4. PRIVACY, CONFIDENTIALITY and DATA SECURITY MEASURES:**

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

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

- Biennial NVRA training after initial training (within 60 days of start date);
- Annual HIPAA privacy training;
- Annual securing the workplace training;
- Annual IRS training in FTI ; and
- Any other training required by County, State or federal government for the functions performed by the CSSA.

6. **QUALITY CONTROL:** The CSSA agrees to provide files requested by DMAHS's Bureau of Quality Control, and respond to emailed 551B letters outlining findings in case reviews within 10 days of receipt of the 551B letter. The CSSA agrees to scan case files into the document imaging system within 10 days of request from DMAHS.

The CSSA agrees to comply with DMAHS's quality control and oversight including any reporting requirements as directed by DMAHS, in accordance with 42 CFR 431.10(d)(2); Failure to comply timely will forfeit the CSSA's opportunity to have errors and deficiencies reversed.

7. **ADDITIONAL AGREEMENTS:** The Parties may enter into additional agreements with each other that supplement this MOU, including agreements on inter-agency payments and specific procedures to effectuate and accomplish the purposes of this MOU.
8. **RECORDS:** The books, records, documents, financial statements and accounting procedures and practices of the CSSA or any subcontractor relevant to this MOU shall be subject to inspection, examination and audit by the State, DHS, DMAHS, the N.J. Department of Law and Public Safety, the N.J. Office of the State Comptroller, the Office of Legislative Services, the Comptroller General of the United States, the Internal Revenue Services, the Social Security Administration, the U.S. Department of Health and Human Services, or any authorized agents of those entities, and any other entity authorized by law to review such records. The CSSA shall maintain, retain and dispose of its records in accordance with the records retention schedule entitled "State of New Jersey County Welfare Departments & Board of Social Services (C980000-008)" issued by the New Jersey Division of Archives and Record Management.
9. **NO ASSIGNMENT:** The CSSA shall not assign, subcontract, transfer, or delegate any rights or responsibilities under this MOU without the prior and ongoing written consent of DMAHS. In limited circumstances, the CSSAs may be permitted to utilize outside entities (such as subcontractors or a designated Regional Health Hub (RHH)) to perform discrete and specified tasks, such as outreach to members, in an effort to further facilitate and enhance the purpose of this MOU. However, prior written approval is required from DMAHS to ensure that all eligibility requirements are met, and data privacy and security agreements are executed and in place prior to any information or data being exchanged.
10. **INVALIDITY:** In the event that any provision of this MOU is rendered invalid or unenforceable by any federal or State law, or State or federal court with jurisdiction, said provision(s) hereof will be immediately void and may be re-negotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this MOU that are not in question shall remain in full force and effect.
11. **PERFORMANCE:** Failure by either party to exercise any right or demand performance of any obligation under this MOU shall not be deemed a waiver of such right or obligation.
12. **GOVERNING LAW:** This MOU shall be construed and interpreted according to the laws of the State of New Jersey.

13. ENTIRE UNDERSTANDING: This MOU constitutes the entire understanding among the Parties and may only be modified by a written amendment signed by the Parties. Neither Party has made representations, warranties, or promises outside of this MOU. This MOU takes precedence over any other documents that may be in conflict with it.

14. PURPOSE, AMENDMENT, THIRD PARTY BENEFICIARIES: This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the parties. It may be amended, modified, and supplemented at any time by mutual consent in writing signed by the Parties. There are no third-party beneficiaries of this MOU.

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

16. ENTIRETY OF AGREEMENT and SIGNATURES.

This MOU represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, whether written or oral, relating to its subject matter.

The persons signing below represent and certify that each has the right and authority to execute this MOU on behalf of their respective Parties and no further approvals are necessary to create a binding agreement. This Agreement may be executed by electronic means. Each signatory who electronically signs this document agrees that their electronic signature has the same legal validity and effect as their handwritten signature on the document, and that it has the same meaning as their handwritten signature.

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

Signed: \_\_\_\_\_ Date \_\_\_\_\_

CSSA Director's Name: Shane Stevenson CSSA: Gloucester

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Gregory Woods, Assistant Commissioner  
Division of Medical Assistance & Health Services,  
New Jersey Department of Human Services

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

**Dedicated Medicaid Staff Roster**  
**Required form to be submitted with signed MOU**

Fill in the staff roster below with only the staff whose full (100%) time is dedicated to performing Medicaid work, including full name, title and Worker Portal User ID; if none, indicate "none" or "n/a" in the roster below. DMAHS has provided a list of active users in the Worker Portal. For personnel submitted that do not have a User ID, you will be asked to provide a reason. If the CWA intends to hire additional full time staff this budget year, indicate each vacancy by title on the Roster.

	First Name	Last Name	Worker Portal ID	Title	Comment	Active (Y/N)
1	Diane	Seip	dseip@co.gloucester.nj.us	Administrator		Y
2	Linda	Lonabaugh	llonabaugh@co.gloucester.nj.us	Assistant Administrator		Y
3	Lynda	Liszewski	lliszewski@co.gloucester.nj.us	HSS4		Y
4	Lori	Holmes	lholmes@co.gloucester.nj.us	HSS4		Y
5	Lynda	Slavek	lslavek@co.gloucester.nj.us	HSS2		Y
6	Kelly	Toal	ktoal@co.gloucester.nj.us	Clerk 3		Y
7	Kisha	Sanders	kzeigler@co.gloucester.nj.us	HSS3		Y
8	Edmund	Bamford	ebamford@co.gloucester.nj.us	HSS3		Y
9	Matthew	Carey	mcarey@co.gloucester.nj.us	HSS2		Y
10	Amy	Wilcox	arwilcox@co.gloucester.nj.us	Aide		Y
11	Autumn	Howarth	ahowarth@co.gloucester.nj.us	HSS2		Y
12	Frank	Gurczik	fgurcsik@co.gloucester.nj.us	HSS2		Y
13	Deneene	Cutuli	dcutuli@co.gloucester.nj.us	HSS1		Y
14	John	Wilcox	jwilcox@co.gloucester.nj.us	HSS2		Y
15	Marie	MacMullin	jmacmullin@co.gloucester.nj.us	Clerk 3		Y
16	Judy	Alberta	jalberta@co.gloucester.nj.us	HSS2		Y
17	Jackie	Tillman	jtillman@co.gloucester.nj.us	HSS2		Y
18	Lillian	Palladino	lpalladino@co.gloucester.nj.us	HSS2		Y
19	James	Butch	jbutch@co.gloucester.nj.us	HSS1		Y
20	Marquia	Cooper	mcooper@co.gloucester.nj.us	HSS2		Y
21	Kapree	Clarke	kclarke@co.gloucester.nj.us	HSS2		Y
22	Jaime	Vesper	jvesper@co.gloucester.nj.us	HSS2		Y
23	Paula	Stuchel	pstuchel@co.gloucester.nj.us	HSS2		Y
24	Jeffrey	Snow	jsnow@co.gloucester.nj.us	HSS2		Y
25	Rene	Pistilli-Leopardi	rleopardi@co.gloucester.nj.us	HSS2		Y
26	Jason	Nothdurft	jnothdurft@co.gloucester.nj.us	HSS2		Y
27	Joy	Holland	jholland@co.gloucester.nj.us	HSS1		Y
28	Sabrie	Miller	smiller3@co.gloucester.nj.us	HSS1		Y
29	Paul	Watkins	pwatkins@co.gloucester.nj.us	HSS3		Y
30	James	Newdeck	jnewdeck@co.gloucester.nj.us	HSS3		Y
31	Kelly	Gehring	kgehring@co.gloucester.nj.us	Aide		Y
32	Kyle	Mobley	kmobley@co.gloucester.nj.us	HSS4		Y

	First Name	Last Name	Worker Portal ID	Title	Comment	Active (Y/N)
33	Liam	McMonagle	lmcmonagle@co.glocester.nj.us	HSS1		Y
34	Belle	Hattingh	bhattingh@co.glocester.nj.us	Aide		Y
35	Brandi	Garcia	bgarcia2@co.glocester.nj.us	Clerk 3		Y
36	Robyn	Corradetti	rcorradetti2@co.glocester.nj.us	Clerk 3		Y
37	Danine	Moylan	dmoylan2@co.glocester.nj.us	Aide		Y
38	Kassandra	Owen	kowen2@co.glocester.nj.us	Aide		Y
39	Kathleen	Caltabiano	kcaltabiano@co.glocester.nj.us	HSS2		Y
40	Angela	Lower	alower@co.glocester.nj.us	HSS1		Y
41	Allaina	Shute	ashute@co.glocester.nj.us	Intern		Y
42	TBD	TBD	TBD	Vacant Aide		N
43	TBD	TBD	TBD	Vacant Aide		N
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**CALENDAR YEAR 2026 APPENDIX B**  
**TO THE**  
**MOU BETWEEN DHS AND CSSA REGARDING**  
**THE ADMINISTRATION OF DMAHS PROGRAMS INCLUDING**  
**THE NEW JERSEY MEDICAID AND CHILDREN'S HEALTH**  
**INSURANCE PROGRAMS**

**DMAHS Eligibility Determination Incentive and Penalty Payment Program**

Effective January 1, 2026, and continuing until DMAHS notifies the CSSA in writing of a new Eligibility Determination Incentive and Penalty Payment Program and modification to this Appendix B, the DMAHS Eligibility Determination Incentive and Penalty Payment Program shall be as follows:

Payments to be counted toward the calendar year 2026 will be based on performance incentives achieved during the period of January 1, 2026 through December 31, 2026 (under this MOU). For accounting purposes, the last quarter incentive payments will be tabulated utilizing data available to the DMAHS as of December 15, 2026. The provisions of this 2026 incentive are defined as follows:

**1. Redetermination Timeliness (Incentive #1)**

a) The redetermination report in DMAHS's Shared Data Warehouse will be used for the calculation of the completed redetermination rate and the calculation will be based on the average monthly completed redeterminations during the entire quarter. As in prior years, the calculation used each month to determine the quarterly average is the number of cases on the first day of the subsequent month with a future redetermination date divided by the total cases under that CSSA's supervision. That percentage will then be used to determine the qualifying "per case" amount the CSSA will be paid for that quarter. For example, if a CSSA has 92 cases with a future redetermination date and 100 cases under its supervision, then the redetermination percentage for that month would be 92/100 or 92%. The quarterly incentive payments made to the CSSAs would then be calculated at the per case incentive that the CSSA earned (based on quarterly percentage) multiplied the number of cases the CSSA determined eligible that quarter. Payment will be made depending on the CSSA's performance with respect to timely redetermination for the quarter, as follows:

- 95% or greater: \$50 for each eligible case
- 90% or greater but less than 95%: \$40 for each eligible case
- 85% or greater but less than 90%: \$30 for each eligible case
- 80% or greater but less than 85%: \$20 for each eligible case
- Less than 80%: \$10 for each eligible case
- Example:
  - April redetermination percentage: 96%
  - May redetermination percentage: 94%
  - June redetermination percentage: 94%
  - Average for quarter:  $(96+94+94)/3 = 94.67\%$
  - 94.67% qualifies CSSA for \$40 per eligible case

b) The average quarterly value will not be rounded.

- c) This incentive is available only if there are no redeterminations 2 years or greater past due for that CSSA.

2. Initial/New Application Processing Time (Incentive #2)

- a) The percent calculation is based on the Integrated Eligibility System (IES)/Worker Portal report. The totals from the monthly reports will be added together in order to determine the percent of ABD cases processed within federal guidelines each quarter as compared to total cases processed each quarter and MAGI cases processed within federal guidelines each quarter as compared to total cases processed each quarter. The quarterly percentage will determine the bonus amount each CSSA will qualify for that specific quarter.
- b) From January 1, 2026 through December 31, 2026, bonus payments will be made as follows based on processing initial applications within federal guidelines:
  - \$0 per quarter will be paid to CSSAs below 80%
  - \$25,000 per quarter will be paid to CSSAs at or above 80% and below 90%
  - \$50,000 per quarter will be paid to CSSAs at or above 90% and below 99%
  - \$75,000 per quarter will be paid to CSSA at 99% or greater.
- c) This incentive is available only if processing times are met for both MAGI and ABD cases for the quarter. In other words, a CSSA would only qualify if both MAGI and ABD percentages are 80% or greater. For example, if a CSSA was at 82% for MAGI and 93% for ABD, then the CSSA would qualify for the \$25,000 bonus for that quarter since that was the minimum bonus that both MAGI and ABD case processing qualified for. If either ABD or MAGI are below 80%, the CSSA would not qualify for a quarterly bonus. For CSSAs that do not process both MAGI and ABD cases, those CSSAs will receive 50% of the bonus amount they qualify for based upon their processing of ABD cases.
- d) This incentive is only available to those CSSAs who are compliant with the worker portal provisions as described in Section 2 of this MOU. Demonstration of proper use of the portal shall include but not be limited to: processing all initial and renewal applications in the portal (as functionality is made available); use of standardized notices; electronic verifications and updating of case notes as appropriate.

3. Redistribution Bonus Pool Incentive (Incentive #3)

- a) At the end of the calendar year, any unspent funding will be made available to CSSAs that achieved 90% or greater in accordance with the Redetermination Timeliness (Incentive #1) and/or Initial/New Application Processing Time (Incentive #2).
- b) CSSAs will be eligible for payment out of this bonus pool for each quarter that they qualified for a 90% or better incentive amount. For CSSAs that are at or above 90% for one incentive and below 90% for the other incentive during the quarter, only the cases associated with the qualifying incentive shall count toward redistribution pool calculations and eligibility.
- c) The payment for each qualifying CSSA will be based on the number of cases processed by that CSSA in the quarters for which they achieved 90% or greater.
- d) Example of bonus payment calculation. Assumptions in this example are:
  - \$900,000 left over at the end of calendar year 2026
  - 5 CSSAs achieved 90% or greater for at least one quarter during the calendar year These 5 CSSAs had a total number of cases during qualifying quarters of 60,000
  - Bonus payment per case would be  $\$15.00 = (\$900,000 / 60,000 \text{ cases})$
  - Bonus Payment will be paid at year end after all quarterly incentive payments have been made

	Cases Processed					Bonus per Case	Bonus Payment
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total		
CSSA 1	9,000	9,200	DNQ	DNQ	18,200	\$15.00	\$273,000
CSSA 2	4,500	DNQ	DNQ	4,300	8,800	\$15.00	\$132,000
CSSA 3	5,000	5,200	5,300	5,500	21,000	\$15.00	\$315,000
CSSA 4	DNQ	DNQ	3,000	3,100	6,100	\$15.00	\$91,500
CSSA 5	DNQ	DNQ	DNQ	5,900	5,900	\$15.00	\$88,500
Total	18,500	14,400	8,300	18,800	60,000	\$15.00	\$900,000

\*DNQ means the CSSA did not qualify (achieve 90% or greater) for that specific quarter

**For MOUs completed and executed by the CSSAs, and received by DMAHS after February 14, 2026, incentive payments will not be earned and paid until the quarter following the one in which the signed MOU is received by the State. The table below shows what quarters a CSSA would be eligible for payment depending upon the date of the executed agreement:**

Completed and Executed by CSSA	Quarter 1	Quarter 2	Quarter 3	Quarter 4
On or before 2/14/26	Eligible	Eligible	Eligible	Eligible
2/15/26-3/31/26	Not Eligible	Eligible	Eligible	Eligible
4/1/26-6/30/26	Not Eligible	Not Eligible	Eligible	Eligible
7/1/26-9/30/26	Not Eligible	Not Eligible	Not Eligible	Eligible
10/1/26 and later	Not Eligible	Not Eligible	Not Eligible	Not Eligible

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

**Definitions,  
Privacy and Confidentiality Requirements, and  
Data Security Measure To Be Followed**

**a. AGREEMENT DEFINITIONS:**

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

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

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

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

term referring to situations where persons other than authorized users and for an other than authorized purpose have access to personally identifiable information or personal health information, whether physical or electronic.

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

Examples of PII include, but are not limited to:

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

PII includes social security numbers and social security records.

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

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

b. **PRIVACY AND CONFIDENTIALITY REQUIREMENTS:**

SSA and FTI data about applicants and beneficiaries can only be used for determining eligibility and cannot be otherwise used or disclosed, even when authorized by the applicant or beneficiary. Disclosure of Medicaid or CHIP applicant or beneficiary information, other than SSA records and FTI, must be authorized prior to disclosure and be disclosed only to the applicant or beneficiary or their Authorized Representative, to an individual or entity that the applicant or beneficiary or their Authorized Representative authorizes to receive specific information, or to those with which the CSSA has agreements to protect the privacy and security of such disclosures consistent with the standards applicable to DMAHS and for the purpose of determining eligibility under this MOU. The CSSA agrees that it will keep all applicant and beneficiary information for DMAHS's programs (including information about an individual not applying that is necessary for the application of another person)

confidential and will use appropriate physical, technical and administrative safeguards to protect the privacy and security of such information consistent with 42 C.F.R. 431.300 et seq., 42 C.F.R. 457.1110, 45 C.F.R. 155.260 and N.J.A.C. 10:49-9.7 and any other federal or State statute and rule requiring confidentiality including, but not limited to, the following:

1. The federal Medicaid Act at 42 U.S.C. 1396 et seq.; 42 C.F.R. 430 et seq.; in particular 42 U.S.C. 1396a(a)(7) and 42 C.F.R. 431.300 et seq.
2. The federal State Children's Health Insurance Program at 42 U.S.C. 1397aa et seq., and its rules at 42 C.F.R. 457, especially 42 C.F.R. 457.1110.
3. The Patient Protection and Affordable Care Act of 2010 as amended by the HealthCare and Education Reconciliation Act referred to collectively as the Affordable Care Act, and its implementing regulations at 42 C.F.R. 431, 435, 457 and 45 C.F.R. 155-157, including the privacy and security rule at 45 C.F.R. 155.260 (with penalties at 45 C.F.R. 155.285).
4. The Information Exchange Agreement between the Social Security Administration and the State of New Jersey, Department of Human Services.
5. IRS federal tax information rules at 26 U.S.C. 6103 and IRS Publication 1075.
6. The Health Insurance Portability and Accountability Act (HIPAA, codified at 42 U.S.C. 300gg et seq., and 42 U.S.C. 1320d et seq.) and Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, with regulations at 45 C.F.R. parts 160, 162, and 164.
7. Substance Use Disorder Patient Record protections at 42 U.S.C. 290dd-2 and regulations at 42 C.F.R. 2.1 et seq.
8. N.J.S.A. 26:5C-5 and -7 regarding confidentiality of AIDS or HIV infection records.
9. N.J.S.A. 9:6-8.10a regarding confidentiality of records of child abuse reports.
10. N.J.S.A. 10:5-47 regarding confidentiality of genetic testing and information, including resulting hereditary disorders as set forth in N.J.S.A. 26:5B-1 et seq.
11. N.J.S.A. 26:4-41 regarding confidentiality of sexually transmitted disease information.
12. N.J.S.A. 30:4-24.3 regarding confidentiality of services received by a client in a DHS non-corrections institution, with regulations at N.J.A.C. 10:41-2.1 and 4.1.
13. The New Jersey Medical Assistance and Health Services Act at N.J.S.A. 30:4D-1 et seq., and its rules at N.J.A.C. 10:49-1.1 et seq. In particular, the Medicaid confidentiality rule is at N.J.A.C. 10:49-9.7.

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

c. **DATA SECURITY MEASURES TO BE FOLLOWED:**

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

1. The Patient Protection and Affordable Care Act at security rule 45 CFR 155.260 requiring the Acceptable Risk Controls for Affordable Care Act, Medicaid, and Partner Entities (ARC-AMPE), <https://www.cms.gov/files/document/arc-ampe-vol-1-v102-508-5cr-04112025.pdf>, as published by the Centers for Medicare and Medicaid Services (CMS) which replaces “Minimum Acceptable Risk Standards for Exchanges” (MARS-E 2.2).
2. National Institute for Standards and Technology current guidance. See <https://csrc.nist.gov/>.
3. The Federal Information Security Modernization Act of 2014 (this is being renamed to reflect that FISMA 2014 appears to supersede FISMA 2002): <https://www.cisa.gov/federal-information-security-modernization-act>.
4. State of New Jersey Office of Information Technology, Information Security

Policies, <https://nj.gov/it/whatwedo/policylibrary/>, as updated, and the New Jersey Office of Homeland Security and Preparedness Statewide Information Security Manual as updated, <https://www.cyber.nj.gov/NJ-Statewide-Information-Security-Manual.pdf>.

The CSSA agrees to use the following security measures:

5. The CSSA shall limit access to its electronic systems and to its data containing applicant and beneficiary information for DMAHS programs to only those authorized CSSA workforce members who need DMAHS applicant and beneficiary data to perform their job duties consistent with this MOU. In this Appendix C, DMAHS electronic systems and data with DMAHS applicant and beneficiary information will be referred to as "DMAHS PII." Information about applicants and beneficiaries on non-electronic records (paper, phone) is also referred to as DMAHS PII. CSSA workforce members who need to access DMAHS PII to perform their job duties under this MOU are referred to in this Appendix C as "CSSA Users."
6. The CSSA shall use appropriate administrative safeguards to protect DMAHS PII. CSSA User access limitations shall include role-based access limits. The CSSA shall have a written access policy. CSSA Users granted access to DMAHS PII shall be advised of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance with the confidentiality requirements contained in applicable State and federal laws. Access to DMAHS PII should always be limited to the minimum necessary to accomplish the official job duty or task. A warning banner providing notice of the confidentiality of DMAHS PII must be displayed when accessing eligibility or other DMAHS PII.
7. The CSSA shall implement and maintain appropriate physical security and storage safeguards to protect the DMAHS PII from loss, theft or inadvertent disclosure. The CSSA shall ensure that data containing DMAHS PII shall be physically and technologically secure from access by unauthorized persons during work hours and non-work hours, and when not in use (door locks, card keys, biometric identifiers, other appropriate protections.). Fax machines and printers that may receive PII shall be secured by appropriate physical barriers. DMAHS PII shall be accessed and used in such a way that unauthorized persons cannot retrieve any DMAHS PII data by means of computer, remote terminal or other means. DMAHS PII will only be transported by authorized CSSA Users. Laptops and other electronic devices and media containing DMAHS PII must encrypt and password-protect the DMAHS PII. Storing DMAHS PII on movable devices is to be avoided. Accessing DMAHS PII by CSSA Users outside of normal work locations is to be avoided. DMAHS PII should not be included in emails and further cannot be sent by email outside of the CSSA secure email system unless encryption is used (such as the State's Datamotion system). CSSA Users will only send emails containing DMAHS PII (using encryption as appropriate) to persons authorized to receive DMAHS PII at authorized email addresses. CSSA will establish appropriate safeguards for DMAHS PII by performing, and annually updating, a risk-based security assessment. In cases involving FTI, CSSA Users and agents must comply with IRS Publication 1075's rules and restrictions on use and disclosure of FTI and emailing

of FTI.

- i. When sending or receiving faxes containing PII or printing documents containing PII:
  - Fax machines and printers must be located in a locked room, and for faxes, there must be a trusted staff member having custodial coverage over outgoing and incoming transmissions;
  - For faxes, accurate broadcast lists and other preset numbers of frequent fax recipients must be maintained; and
  - For faxes, a cover sheet must be used that explicitly provides guidance to the recipient that includes a notification of the sensitivity of the data and the need for protection, and a notice to unintended recipients to telephone the sender (collect if necessary) to report the disclosure and confirm destruction of the information.
8. The CSSA agrees to implement and maintain appropriate technical safeguards. The CSSA agrees that DMAHS PII will be processed under the immediate supervision and control of authorized personnel to protect the confidentiality of the data in such a way that unauthorized persons cannot retrieve any such data by means of computer, remote terminal, or other means. CSSA Users must enter personal identification numbers when accessing DMAHS PII on electronic systems. The CSSA will strictly limit authorized access to those electronic data areas necessary for CSSA Users to perform his or her official duties.
9. IRS Safeguards. For FTI, CSSA agrees to maintain all tax return information sourced from the IRS in accordance with IRC section 6103(p)(4) and comply with the safeguard requirements set forth in IRS Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies," which is the IRS published guidance for security guidelines and other safeguards for protecting return information pursuant to 26 C.F.R. 301.6103(p)(4)-1. In addition, IRS safeguarding requirements require the CSSA, if it receives FTI (for example, through the IEVS or Iacquire system), to:
  - i. Establish a central point of control for all requests for and receipt of FTI, and maintain a log to account for all subsequent disseminations and products made with/from that information, and movement of the information until destroyed, in accordance with Publication 1075, section 3.0.
  - ii. Establish procedures for secure storage of FTI consistently maintaining two barriers of protection to prevent unauthorized access to the information, including when in transit, in accordance with Publication 1075, section 4.0.
  - iii. Consistently label FTI to make it clearly identifiable and to restrict access by unauthorized individuals. Any duplication or transcription of FTI creates new records which must also be properly accounted for, logged and safeguarded. FTI should not be commingled with other CSSA records unless the entire file is safeguarded in the same manner as required for FTI and the FTI within is clearly labeled in accordance with Publication 1075, section 5.0.
  - iv. Restrict access to FTI solely to officers, employees, agents and contractors of the CSSA whose duties require access. Prior to access, the CSSA must

evaluate which personnel require such access. Authorized individuals may only access FTI to the extent necessary to perform services related to this MOU, in accordance with Publication 1075, section 5.0.

- v. Ensure, in accordance with Publication 1075, section 5.1.1, prior to access, that officers, employees, agents or contractor personnel who require access to FTI for their job duties, successfully undergo the background investigation (including fingerprinting and criminal background check) required by IRS Publication 1075, consistent with State law (P.L. 2017, c.179), coordinated through the DHS Central Fingerprint Unit consistent with DHS policy, that it is completed for any individual who will have access to FTI, and that a reinvestigation is conducted within 10 years at a minimum. DHS Central Fingerprint Unit must also be notified when an individual no longer has access to FTI for their job duties (for example, when individuals retire or get promoted to different positions) and no longer requires updating of the background investigation required by this paragraph (CFU can be reached at 609-292-0207).
- vi. Prior to initial access to FTI and annually thereafter, ensure that employees, officers, agents and contractors who will have access to FTI receive security awareness training regarding the confidentiality restrictions applicable to the FTI and certify acknowledgment in writing that they are informed of the criminal penalties and civil liability provided by section 7213, 7213A, and 7431 of the Internal Revenue Code for any willful disclosure or inspection of FTI that is not authorized by the Internal Revenue Code in accordance with Publication 1075, section 6.0.
- Cooperate with DHS in DHS submitting annually a comprehensive Safeguard Security Report required by IRS Publication 1075, that fully describes the procedures established for ensuring the confidentiality of FTI; addresses all outstanding areas for improvement; accurately and completely reflects the current physical and logical environment for the receipt, storage, processing and transmission of FTI; accurately reflects the security controls in place to protect FTI in accordance with Publication 1075 and a commitment to protect FTI;
- vii. Report suspected unauthorized inspection or disclosure of FTI within 24 hours of discovery to DMAHS for reporting to the IRS in accordance with Publication 1075, section 10.0, and cooperate with investigators from State or federal government, providing data and access as needed to determine the facts and circumstances of the incident; support site review to assess compliance with Publication 1075 requirements by means of manual and automated compliance and vulnerability assessment testing, including coordination with information technology divisions to secure preapproval, if needed, for automated system scanning and to support timely mitigation of identified risks to FTI in a Corrective Action Plan for as long as FTI is received or retained.
- viii. Ensure that FTI is properly destroyed or returned to the IRS when no longer needed based on established CSSA record retention schedules in accordance with Publication 1075, section 8.0, or after such longer time as required by applicable law.
- ix. Conduct periodic internal inspections of activities where FTI is maintained to ensure IRS safeguarding requirements are met and permit the IRS access to such facilities as needed to review the extent to which CSSA is complying

with requirements.

- x. Ensure information systems processing FTI are compliant with Section 3544(a)(1)(A)(ii) of the Federal Information Security Management Act of 2002 (FIMSA). The CSSA will maintain written documentation that fully describes the systems and security controls established at moderate impact level in accordance with National Institute of Standards and Technology (NIST) standards and guidance. Required security controls for systems that receive, process, store and transmit FTI are provided in Publication 1075 section 9.0.
- xi. Ensure that contracts with contractors and subcontractors performing work involving FTI under the MOU contain specific language requiring compliance with IRC section 6103(p)(4) and Publication 1075 safeguard requirements and enforce DMAHS's right, CMS's right and IRS's right to access contractor and subcontractor facilities to conduct periodic internal inspections where return information is maintained to ensure IRS safeguarding requirements are met.
- xii. Officers, employees and agents who inspect or disclose FTI obtained pursuant to this MOU in a manner or for a purpose not authorized by 26 U.S.C. 6103 are subject to the criminal sanction provisions of 26 U.S.C. sections 7213 and 7213A, and 18 U.S.C. section 1030(a)(2), as may be applicable. In addition, the CSSA may be required to defend a civil damages action under section 7431. Criminal Penalties subject to IRS changes: section 7213 specifies that willful unauthorized disclosure of returns or return information by an employee or former employee is a felony. The penalty can be a fine of up to \$5,000 or up to five (5) years in jail, or both, plus costs of prosecution. Under section 7213A, willful unauthorized access or inspection of taxpayer records by an employee or former employee is a misdemeanor. This applies to both paper documents and electronic information. Violators can be subject to a fine of up to \$1,000 and/or sentenced to up to one year in prison. Civil Penalties subject to IRS changes: A taxpayer whose return or return information has been knowingly or negligently inspected or disclosed by an employee in violation of section 6103 may seek civil damages. Section 7431 allows a taxpayer to institute action in district court for damages where there is unauthorized inspection or disclosure. If the court finds there has been an unauthorized inspection or disclosure, the taxpayer may receive damages of \$1,000 for each unauthorized access or disclosure, or actual damages, whichever is greater, plus punitive damages (in the case of willful or gross negligence), and costs of the action (which may include attorney's fees). There is no liability under section 7431 if the disclosure was the result of a good faith but erroneous interpretation of section 6103.
- xiii. Allow the IRS to conduct periodic safeguard reviews of the CSSA to assess whether security and confidentiality of FTI is maintained consistent with the safeguarding protocols described in Publication 1075. Periodic safeguard reviews will involve the inspection of CSSA facilities and contractor facilities where FTI is maintained, the testing of technical controls for computer systems sorting, processing or transmitting FTI, review of CSSA recordkeeping policies and interviews of CSSA employees and contractor employees as needed to verify the use of FTI and assess the adequacy of procedures established to protect FTI.

xiv. Recognize and treat all FTI records and related communications as IRS official agency records; understand that they are property of the IRS, and that IRS records are subject to disclosure restrictions under federal law and IRS rules and regulations and may not be released publicly under the Open Public Records Act (N.J.A.C. 47:1A-1 et seq.), and that any requestor seeking access to IRS records should be referred to the federal Freedom of Information Act (FOIA) statute (5 U.S.C. 552) and the IRS. If the CSSA determines that it is appropriate to share FTI documents and related communications with another governmental entity for the purposes of operational accountability or to further facilitate the protection of FTI, that the recipient governmental entity must be made aware, in unambiguous terms, that FTI and related IRS communications are property of the IRS and that they constitute IRS official agency records, that any request for the release of IRS records is subject to disclosure restrictions under federal law and IRS rules and regulations, and that any requestor seeking access to IRS records should be referred to the federal Freedom of Information Act (FOIA) statute. Federal agencies in receipt of FOIA requests for FTI and related IRS communications must forward them to the IRS for reply.

10. IRS and DMAHS PII Incident Handling and Reporting. In regard to FTI, SSA records, and DMAHS PII, the CSSA shall comply with DHS's formal written policies and procedures for responding to privacy and security incidents, breaches and the required breach notification procedures in accordance with State and federal law, ARC-AMPE, IRS, SSA and CMS guidance. These policies and procedures will include the scope, roles, responsibilities and how to:

- i. Identify Incidents involving DMAHS PII, SSA records or FTI
- ii. Report all suspected or confirmed Incidents involving DMAHS PII, SSA records or FTI to the DMAHS Privacy Officer (currently Charles Castillo; Charles.Castillo@dhs.nj.gov) and DMAHS Information Security Officer (currently Achuta Nagireddy; achuta.nagireddy@dhs.nj.gov) immediately upon discovery. This requirement applies to all system environments (e.g., production, pre-production, test, development). Using DMAHS's Incident Reporting Form, the CSSA shall report all suspected or confirmed Incidents (including loss or suspected loss involving DMAHS PII, SSA records or FTI) to DMAHS within one (1) hour of discovery for reporting to CMS, SSA and/or the IRS as well as State officials. Privacy and security incidents include suspected or confirmed incidents that involve PII. DMAHS must report a breach or suspected breach to CMS and as required by HIPAA and as required by the New Jersey Office of Information Technology. DMAHS must also report breaches or suspected breaches involving social security numbers and records to the SSA, and DMAHS must report breaches or suspected breaches involving FTI to the IRS. DMAHS will comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII, PHI, SSA records or FTI, or other event requiring notifications under applicable law.
- iii. Work with DMAHS to determine the risk level of Incidents involving DMAHS PII, SSA records or FTI, and determine a risk-based response to such Incidents.
- iv. Work with DMAHS to determine whether breach notification is required,

and if so, work with DMAHS to identify appropriate breach notification methods, timing, source, and contents from among different options and bear costs associated with the notice as well as any mitigation.

v. Limit the disclosure of information about individuals whose information may have been compromised, misused, or changed without proper authorization, determine the person who improperly disclosed DMAHS PII, SSA records or FTI, and report to authorized federal, State, or local law enforcement investigators in connection with efforts to investigate and mitigate the consequences of any such Incidents.

11. The CSSA has and follows written policies and procedures regarding the creation, collection, use and disclosure of DMAHS PII (including SSA records and FTI) consistent with State and federal privacy and security requirements. CSSA has trained each current CSSA User and will timely train any new CSSA User in these policies including regarding State and federal Medicaid confidentiality requirements and HIPAA privacy and security requirements including workplace security and incident response, in addition to the required SSA record training and IRS training for FTI access. CSSA will annually review and update its written privacy and security policies, and annually refresh staff training in these policies.

12. The CSSA will restrict access to DMAHS PII, SSA records and FTI to officers, employees and contractors of the CSSA who have an official purpose for getting access to the data. Any contractor or agent of the CSSA shall sign an agreement with the same standards as this MOU in order to have any access to DMAHS PII, SSA records and FTI. The CSSA shall require each CSSA User requiring access to DMAHS PII (including SSA records and FTI) to sign a confidentiality agreement requiring that they maintain the confidentiality of the DMAHS PII, requiring that the CSSA User will only access DMAHS PII that is necessary for their job duties, and requiring that such records will be properly stored and destroyed when no longer needed. CSSA Users will sign an FTI confidentiality agreement agreeing to follow Publication 1075 requirements if the CSSA User has access to FTI.

13. The CSSA will not use DMAHS PII, SSA records or FTI to extract information concerning individuals for any purpose not allowed by this MOU and federal law.

14. The CSSA agrees that DMAHS PII is and will remain the property of DMAHS, SSA records are the property of SSA, and FTI records are the property of the IRS. These records will be retained and destroyed consistent with CSSA record retention policies.

15. The CSSA acknowledges that DMAHS's applications and its website will provide notice to applicants and beneficiaries of the use of an individual's PII.

16. The CSSA acknowledges and will advise CSSA Users that any individual who receives information from the CMS Federally Facilitated Marketplace (FFM) or Federal Data Services Hub (FDSH) in connection with an eligibility determination for enrollment in DMAHS's programs (including DMAHS PII provided to the CSSA under this MOU) and who knowingly and willfully uses or discloses the information in a manner or for a purpose not authorized by 45 CFR 155.260 and Section 1411(g) of the ACA, is potentially subject to the civil penalty provisions of

Section 1411(h)(2) of the ACA and 45 CFR 155.285, which carries a fine of up to \$25,000.

17. The CSSA agrees to provide, pursuant to 5 U.S.C. 552(o)(1)(K), access for the Government Accountability Office (Comptroller General) to all DMAHS PII records as necessary in order to verify compliance with federal requirements.
18. The CSSA agrees that DMAHS's electronic data systems, including DMAHS PII, are as is. Any inaccuracies in DMAHS data systems that are discovered by the CSSA shall be corrected according to procedure or reported to DMAHS's Office of Eligibility Policy, if appropriate.
19. The CSSA understands that access to DMAHS PII is dependent upon the availability of the DMAHS systems functioning and there may be periods of unavailability from time to time due to system maintenance.
20. The CSSA must use either Appendix C-1 or other similar form to track unmet security measures and the plan of action to correct them. The Plan of Action form must be provided to DMAHS within 90 days of execution of the MOU whether or not the CSSA determines that certain security controls are unmet or weaknesses have been identified. If the CSSA determines that none exist, return the form with "None". The CSSA is required to update the Plan of Action annually and as necessary when security control items are identified or addressed.

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

**CSSA Privacy, Confidentiality and Security Plan of Action**

<b>County:</b>	Gloucester
<b>Contact Name:</b>	James Schissler
<b>Title:</b>	Senior MIS Technician
<b>Email:</b>	jschissler@co.goucester.nj.us

**Instructions:**

This form is to help the CSSA track unmet security controls or weaknesses in security controls. This completed Plan of Action form must be provided to DMAHS within 90 days of execution of the MOU if the CSSA determines that certain security controls are unmet or weaknesses have been identified. The CSSA is required to update this Plan of Action annually and as necessary when security control items are identified or addressed. List each unmet security measure, identify the risk level, the corrective action needed, interim and final target dates for actions to be completed and the current status.

**Risk Levels:**

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

Privacy, Confidentiality and Security Plan of Action					
#	Security Measure Weakness	Risk Level (H-M-L)	Action Needed	Target Completion Dates	Status (Ongoing Or Completed)
			none		

Privacy, Confidentiality and Security Plan of Action					
#	Security Measure Weakness	Risk Level (H-M-L)	Action Needed	Target Completion Dates	Status (Ongoing Or Completed)

## RESOLUTION AUTHORIZING AN INTERNSHIP AGREEMENT WITH ROWAN UNIVERSITY

**WHEREAS**, Rowan University seeks opportunities for its students in the provision of relevant, supervised training and on-site experiences in order to satisfy the requirements in achieving a degree from the University; and

**WHEREAS**, the County of Gloucester through its Division of Senior Services is willing to provide such placement and opportunities in order for Rowan students to achieve practical experiences, expand student capacity to understand the professional field, and use knowledge, tools and methods through learning in an actual environment under the supervision of appropriate County personnel; and

**WHEREAS**, the County and Rowan University wish to enter into an Internship Agreement to define their respective responsibilities and set forth the terms, conditions and expectations of the parties.

**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 directed to attest to the Internship Agreement with the Rowan University regarding placement of students with the County Division of Senior Services in accordance with the terms and conditions set forth in said Agreement.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**AGREEMENT FOR STUDENT INTERNSHIPS**  
**BETWEEN**  
**ROWAN UNIVERSITY**  
**AND**  
**GLoucester COUNTY DIVISION OF SENIOR SERVICES**

**THIS STUDENT INTERNSHIP AGREEMENT** (this “Agreement”) is made and entered into as of December 2025, by and between **Rowan University**, 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 **Gloucester County Division of Senior Services** located at 115 Budd Boulevard, West Deptford 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 paid or unpaid internships for students in University’s educational programs. 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 provides quality experiential training opportunities for student interns; and

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

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement and intending to be legally bound hereby, it is agreed by both Parties as follows:

**A. 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 educational internship program.
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 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.
4. If required, the University will provide its student interns participating in unpaid internships 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. Evidence of insurance will be provided upon request.

**B. RESPONSIBILITIES OF THE FACILITY**

1. If the student interns will be participating in paid training experiences, they shall be considered W2 employees of the Facility, entitled to all of the protections of the Facility's other employees, and shall be covered under the Facility's Workers' Compensation and Liability Insurance.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. **The Facility will maintain insurance coverage as outlined below:**
  - (a) 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.
  - (b) The Facility shall also carry Comprehensive General Liability Insurance to include coverage for claims of bodily injury and property damage, personal and advertising injury, products and completed operations, and contractual liability with minimum limits of \$1,000,000 each occurrence/\$3,000,000 general aggregate; and
  - (c) 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.
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 their own medical insurance, proof of which shall be furnished to the Facility upon request.

**C. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS**

1. Both of the Parties to this Agreement are independent contractors. It is not intended that an employment, joint venture, or partnership agreement be established by this Agreement.
2. The Facility is in compliance with applicable local state and federal laws and regulations, 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, its programs and activities.

3. The University in its programs and services adheres to the State's non-discrimination policy. 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.
4. The term of this Agreement shall be for a one (1) year period, from January 1, 2026, through December 31, 2026, and may automatically renew for additional one (1) year terms via written mutual consent of the parties, unless either party to this Agreement notifies the other, in writing, of its intention not to renew this Agreement.
5. This Agreement may be terminated by either Party giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination.
6. 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.
7. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties.
8. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

**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.

**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO,**  
**Commissioner Director**

**ROWAN UNIVERSITY**

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**By:**  
**Title:**

**ATTEST:**

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**LAURIE J. BURNS,**  
**Clerk of the Board**

**ATTEST:**

**RESOLUTION APPROVING A CONCESSIONAIRE CONTRACT WITH BOGEY'S CLUB & CAFÉ, LLC AND PROVIDING FOR CERTAIN PAYMENTS AND REIMBURSEMENTS TO THE COUNTY**

**WHEREAS**, the County of Gloucester is the owner and operator of the Pitman Golf Course, which includes a full-service clubhouse containing a commercial kitchen and restaurant/bar area, a walk-up concession stand and/or beverage cart on the golf course and a temperature controlled event tent; and

**WHEREAS**, the County solicited proposals pursuant to requirements established by New Jersey Local Public Contract Law for the provision of restaurant and catering services, more specifically described in RFP-26-013 and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Bogey's Club & Café, LLC, (hereinafter "Bogey's") with offices at 501 Pitman Road, Sewell, New Jersey 08080, made the most advantageous proposal and the County determined that it is fair and in the public interest to award this Contract; and

**WHEREAS**, the Contract provides for Bogey's to pay the County \$30,000.00 annually for rental of the facility, 100% of the utility costs for the tent, and 50% of the utility costs for the restaurant/clubhouse; and

**WHEREAS**, this Contract will supersede the agreement entered into by the parties pursuant to RFP-23-013 dated January 6, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of the County of Gloucester that the Contract for use and operation of the commercial kitchen, restaurant/bar area, outdoor tent and walk-up concession stand and/or beverage cart at the Gloucester County Pitman Golf Course is hereby awarded to Bogey's Club & Café, LLC with terms as specifically set forth in the contract for a five (5) year period from January 6, 2026 to January 5, 2031.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



ATTEST:

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**CONCESSIONAIRE CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
BOGEY'S CLUB & CAFÉ, LLC**

**THIS CONTRACT** is made effective this 4<sup>th</sup> day of **February, 2026**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BOGEY'S CLUB & CAFÉ, LLC**, with offices at 501 Pitman Road, Sewell, New Jersey 08080, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester is the owner of the Pitman Golf Course located in Mantua Township, Gloucester County, New Jersey; and

**WHEREAS**, as described in greater detail in the additional contract parts, the golf course clubhouse includes a restaurant/bar with a commercial kitchen, a climate-controlled tent capable of providing a venue for mid to large banquets, celebrations and other catered events, a walk-up food and beverage service window, and mobile courtesy cart to sell refreshments on the golf course; and

**WHEREAS**, the County is engaging the Vendor to continue providing a full range of food and beverage services at the golf course facility and 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**. This Contract shall be effective from January 6, 2026 to January 5, 2031.
2. **CONSIDERATION**. Vendor shall pay the County \$30,000.00 annually for rental of the facility. All utility costs associated with the tent will be the responsibility of the Vendor, plus 50% of the utilities in and about the restaurant/clubhouse and common areas.
3. **CONDITIONS PRECEDENT**. The Contract shall not be considered valid and in force unless and until Vendor has complied with the conditions precedent described in the incorporated specifications. These conditions precedent specifically include, but are not limited to: The Vendor providing to the County a Letter of Credit or other acceptable security as required by the incorporated specifications; the securing and providing to the County of all required insurances; the Vendor obtaining approval from the New Jersey Division of Alcohol Beverage Control of all required licenses and approvals; and all other conditions precedent described in the specifications.

A further condition precedent to the validity of this Contract is the execution by Vendor of County's standard contract exhibits including, but not necessarily limited to the Non-Collusion Affidavit; Public Disclosure Statement; Affirmative Action Statement and the like.

**4. DETAILS OF PARTIES' AGREEMENT.** In addition to the provisions herein the County's specifications issued in RFP-26-013 by the Gloucester County Purchasing Department and the "Proposal for Food and Beverage Service for the Pitman Golf Course" submitted by Vendor are incorporated into and made a part of this Contract by reference.

The parties acknowledge that the Vendor will include in its application for a special concessionaire license permission to serve alcoholic beverages from a beverage cart on the golf course. The parties further agree that Vendor is primarily responsible for securing and controlling the distribution of alcoholic beverages in the clubhouse, in the tent, from any such beverage cart and at any other location on the premises, and exercising reasonable discretion in determining to serve or not serve a particular patron. Failure to properly control the security and distribution of such alcoholic beverages may be considered by the County to be a breach of this Contract.

If in the reasonable opinion of the County, the service of alcoholic beverages on the golf course is causing inappropriate or disruptive or excessive behavior by patrons, County shall have the right to direct the Vendor to modify the manner in which such alcoholic beverages are served from the beverage cart or to direct the discontinuance of such service from the beverage cart.

**5. 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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The 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 or sex.

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.

**6. LICENSING.** If the Vendor and/or Vendor's employees and/or agents are required to maintain a current license and/or a current registration with the State of New Jersey or with any other authorizing, licensing, or registering entity, or to obtain any permit, certification, satisfactory inspections and the like, in order to perform the services which are the subject of this contract, then prior to the effective date of this Contract, and/or during the course of this contract on the occasion of the obligation of the Vendor to obtain or renew such licenses, registrations, permits, certifications, satisfactory inspections and the like, and as a condition precedent to its taking effect or its continuation, Vendor shall provide to the County copies of the licenses, registrations, permits, certifications, and/or satisfactory inspections and the like with regard to its operation and all subject personnel who shall be performing services for the Vendor in satisfaction of the Vendor's obligation pursuant to this Contract. Said licenses, registrations, permits, certifications and/or satisfactory inspections and the like shall authorize the Vendor and its personnel to operate in the State of New Jersey and in this County and shall be in good standing and shall not be subject to any current action to revoke or suspend.

Vendor shall notify County immediately in the event of suspension, revocation, denial of renewal and/or unsatisfactory inspection 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).

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

**A.** If Vendor and/or any of Vendor's employees and/or agents are required to be licensed and/or registered and/or required to obtain any permits, certifications and/or satisfactory inspections and the like, in order to perform the services which are the subject of this contract, then this contract shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's or any of Vendor's employees' license, registration, permits, and/or certifications suspended or revoked, or in the event of any unsatisfactory inspection, or in the event that such entity has revoked or suspended said license, permit, certification, registration or denied the same or issued such unsatisfactory inspection. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

**B.** The County shall have the right, in its sole discretion, to declare this contract terminated in the event of any material breach of this contract by Vendor. Such declaration of termination shall be made consistent with the provisions of the

incorporated specifications titled, "Contract Termination". Vendor shall have a period of ten days from notice by the County of the breach to cure any monetary breach. Vendor shall have a period of 30 days from the date of the notice by the County of a non-monetary breach to cure any non-monetary breach.

C. The County may terminate this Contract any time without cause by 90 days' written notice in writing from the County to the Vendor.

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

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

F. Vendor may terminate this Contract with the consent of the County.

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

**9. INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 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 maintain and continue in full force and effect insurance policies of the kind and in the amount described in Section II., "Terms of the Contract: Paragraph G., "Insurance" as set forth in the specifications.

Prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of the certificates of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate(s) for sufficiency and compliance with this paragraph, and approval of said

certificate(s) and policy(s) shall be necessary prior to this agreement 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. NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP-26-013 issued by the County, and the Vendor's Proposal. Should there occur a conflict between this form of Contract, RFP-26-013 or Vendor's Proposal, then this Contract, the RFP, then the Proposal as the case may be, shall prevail in that order.

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

**THIS CONTRACT** is effective as of this 4<sup>th</sup> day of **February, 2026**.

**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**

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

**FRANK J. DIMARCO, DIRECTOR**

**WITNESS:**

**BOGEY'S CLUB & CAFÉ, LLC**

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**By: ALFRED BARTOLOMEO  
Title: PRESIDENT/OWNER/OPERATOR**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH  
EVERBRIDGE, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026  
FOR \$43,200.00**

**WHEREAS**, the County of Gloucester has a need for a renewal computer subscription and maintenance and support services for the Mass Notification Pro 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, 2025 to December 31, 2025, for \$43,200.00; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$43,200.00, pursuant to C.A.F. No. 26-00394, which will be charged against budget line item 6-01-25-250-001-20370; 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, 2026 to December 31, 2026, for \$43,200.00; 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 4, 2026 at Woodbury, New Jersey.



ATTEST:

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

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

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of February, 2026, 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 for a renewal computer subscription and maintenance and support services for the Mass Notification Pro 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, 2026 to December 31, 2026.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, for \$43,200.00.

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.

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-213631-1*, dated January 7, 2026, 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-213631-1*, dated January 7, 2026, 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 4<sup>th</sup> day of February, 2026.

**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**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**EVERBRIDGE, INC.**

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**BY:**

**TITLE:**

**ATTACHMENT A**



everbridge.com

**Prepared for:**

James Demore  
Gloucester County, NJ  
1200 N. Delsea Dr.  
Clayton NJ 08312-1000  
United States  
Ph: 856-307-7109  
Fax:  
Email: jdemore@co.goucester.nj.us

**Quotation**

Quote #: Q-213631-1  
Date: 1/7/2026  
Expires On: 2/28/2026  
Confidential

Salesperson: Celes Stumpf  
Phone:  
Email: celes.stumpf@everbridge.com  
Payment Term: Net 30  
Entity ID: Everbridge, Inc. - 26-2919312

**Contract Summary Information:**

Contract Period:	12 Months
Contract Start Date:	1/1/2026
Contract End Date:	12/31/2026

**Year 1**

QTY	DESCRIPTION	PRICE
305,055	Mass Notification Pro	USD 43,200.00
1	Everbridge CAD Package	USD 0.00
20	500,000 Global Message Credits	USD 0.00
<b>Year 1 TOTAL:</b>		<b>USD 43,200.00</b>

**Pricing Summary:**

Year One Fees:	USD 43,200.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 43,200.00</b>

**Messaging Credits Summary:**

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	5,500,000	10,000,000	15,500,000

**Quote Terms:**

1. By signing this Quote, or issuing a Purchase Order referencing this Quote or the services in this Quote, you represent that you read, understand and agree the terms of the Master Service Agreement below apply to this Quote and any other

services provided by Everbridge and are authorized on behalf of the Client to execute the Quote and bind Client to the Master Services Agreement

<https://www.everbridge.com/master-services-agreement-v11-jan-2025>

2. Subject to sales taxes where applicable.
3. 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 the language of the Master Services Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print): Frank J. DiMarco

Title: Commission Director

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Everbridge, Inc.  
8300 Boone Blvd, Suite 800  
Vienna, VA 22182  
(818) 230-9700  
THANK YOU FOR YOUR BUSINESS!

County of Gloucester Purchasing Department

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

Pg

GLoucester Co Clayton Complex  
1200 N Delsea Drive, Bldg B  
Clayton NJ 08312 856-307-7100  
Karen Casella

V  
E  
N  
D  
O EVERBRIDGE, INC.  
8300 BOONE BLVD.  
SUITE 800  
VIENNA, VA 22182

VENDOR #: EVERB010

SALES TAX ID # 21-6000660

<b>PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS</b>	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	26-00394

ORDER DATE: 01/15/26  
REQUISITION NO: R6-00094  
DELIVERY DATE:  
STATE CONTRACT: PROPRIETARY  
ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	MASS NOTIFICATION PRO	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	43,200.0000	43,200.00
1.00	EVERBRIDGE CAD PACKAGE	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	0.0000	0.00
1.00	500,000 GLOBAL MESSAGE CREDITS	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	0.0000	0.00
	QUOTE # Q-213631-1			
	PASSED BY RESOLUTION 2/4/26			
	CONTRACT PERIOD 1/1/26 - 12/31/26			
			TOTAL	43,200.00

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

**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.

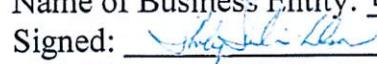
The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12-month period.

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"):

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: Everbridge, Inc.  
Signed:  Title: Chief Accounting Officer  
Print Name: Shirley Devlin-Lebow Date: 10/08/2025

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

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

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

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

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

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

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

Name of Business Entity: Everbridge, Inc.  
Signed: Shirley Lebow Title: Chief Accounting Officer  
Print Name: Shirley Devlin-Lebow Date: 10/8/2025

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 A CONTRACT WITH GOVWORX, INC., FROM DECEMBER 27, 2025 TO DECEMBER 26, 2026, FOR \$26,000.00**

**WHEREAS**, the County has a need to contract for the purchase of CommsCoach AI proprietary software service platforms and subscriptions, which creates fully automated AI-based call simulation scenarios for the training of dispatchers; and

**WHEREAS**, the Gloucester County Department of Emergency Response has recommended that said services be provided by GovWorx, Inc., 600 17<sup>th</sup> Street, Suite 2800 South, Denver, Colorado 80202; and

**WHEREAS**, the contract is for a total amount of \$26,000.00, from December 27, 2025 to December 26, 2026; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$26,000.00, pursuant to C.A.F. No. 26-00395, which shall be charged against budget item 6-01-25-250-001-20370; 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 a contract with GovWorx, Inc. for the purchase of CommsCoach AI proprietary software service platforms and subscriptions, which creates fully automated AI-based call simulation scenarios for the training of dispatchers, from December 27, 2025 to December 26, 2026, for \$26,000.00.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



ATTEST:

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

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

**THIS CONTRACT** is made effective the 4<sup>TH</sup> day of February, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **GOVWORX, INC.**, with a mailing address of 600 17<sup>th</sup> Street, Suite 2800 South, Denver, Colorado 80202, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County has a need to contract for the purchase of CommsCoach AI proprietary software service platforms and subscriptions, which creates fully automated AI-based call simulation scenarios for the training of dispatchers; 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 December 27, 2025 to December 26, 2026.
2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$26,000.00.

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 Attachment A, Vendor's Invoice, dated December 11, 2025, 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 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 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 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 and Vendor's Invoice, dated December 11, 2025. If there is a conflict between this Contract and Vendor's Invoice, then this Contract shall control.

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of February, 2026.

**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**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**GOVWORX, INC.**

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**BY:  
TITLE:**

**ATTACHMENT A**



# Invoice

**GovWorx Inc.**  
600 17th St, Suite 2800 South  
Denver, CO 80202  
United States  
US EIN 92-2863976

**Bill to**  
Sam DiSimone  
Gloucester County Communications  
Center (NJ)  
1200 N Delsea Drive  
Clayton, NJ 08312

**Invoice number** INV-1324

**Invoice date** December 11, 2025

**Due date** January 10, 2026

**Subscription Start Date** December 31, 2025

**Subscription End Date** December 30, 2026

**Total** **\$26,000.00**

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
<b>A1 - CommsCoach QA Annual Subscription</b> CommsCoach is an annual subscription for the single agency named on this sales order, providing access to the following modules: Call and Radio Evaluations, Audio Transcription, Keyword Search, Review Queues, Shift Goals, Dashboards, Reports, and Evaluator Feedback. Also includes simulations for training created from actual events in agency CAD/Recording.	1	\$71,000.00 after \$45,000.00 discount	\$26,000.00

Subtotal	\$26,000.00
<b>Total</b>	<b>\$26,000.00</b>

## Comments

**Download W9:**  
<https://hubs.ly/Q02MPKqC0>

**ACH Payments:**  
Beneficiary Name: GovWorx, Inc.,  
Type of Account: Checking  
Account Number: 202367927668  
ABA Routing Number: 091311229

**County of Gloucester Purchasing Department**

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

Pg

**SHIP TO**  
GLOUCESTER CO CLAYTON COMPLEX  
1200 N DELSEA DRIVE, BLDG B  
CLAYTON NJ 08312 856-307-7100  
KAREN CASELLA

**VENDEDOR**  
GovWorx, Inc.  
600 17TH STREET,  
SUITE 2800 SOUTH  
DENVER, CO 80202

VENDOR #: GOVWOO10

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	A1 COMMSCOACH QA ANNUAL SOFTWARE SUBSCRIPTION  INV 1324  PASSED BY RESOLUTION 2/4/26 12/31/25 -12/30/26	6-01-25-250-001-20370 Equipment Svc Maintenance Agreements	26,000.0000	26,000.00

**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.

**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**

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 26-00395

ORDER DATE: 01/15/26

REQUISITION NO: R6-00127

DELIVERY DATE:

STATE CONTRACT: PROPRIETARY

ACCOUNT NUM:

**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: GovWorx

Signed: Scott MacDonald DocuSigned by: \_\_\_\_\_ Title: CEO

Print Name: Scott MacDonald Date: 1/16/2026

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.

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

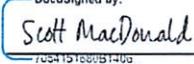
Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

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

**Date**   **Amount**   **Recipient's Name**

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: GovWorx

Signed:  DocuSigned by:  
Scott MacDonald Title: CEO

Print Name: Scott MacDonald Date: 1/16/2026

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

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

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

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

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

**RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH EDMUNDS  
GOVTECH, INC. FROM JANUARY 1, 2026 TO DECEMBER 31, 2026  
FOR A TOTAL AMOUNT OF \$58,942.50**

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

**WHEREAS**, the County of Gloucester can obtain necessary software support and maintenance for the proprietary Edmunds financial application utilized by County departments for \$45,477.88, as well as provision of exclusive cloud hosting services for \$13,464.62, from Edmunds GovTech, Inc. of 301A Tilton Road, Northfield, NJ 08225, from January 1, 2026 to December 31, 2026, for a total amount of \$58,942.50; and

**WHEREAS**, the contract has been awarded pursuant to the terms and provisions of N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the contract term; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 26-00429, which amount shall be charged against budget line item 6-01-20-140-001-20370.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to the contract with Edmunds GovTech, Inc. for software support maintenance and cloud hosting services from January 1, 2026 to December 31, 2026, for a total amount of \$58,942.50.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**PURCHASE CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
EDMUNDS GOVTECH, INC.**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of **February, 2026**, 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 **EDMUNDS GOVTECH, INC.** with offices at 301A Tilton Road, Northfield, NJ 08225, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County has a need for services relative to software support for the proprietary Edmunds financial application utilized by various County departments, as well as provision of the exclusive MCSJ cloud hosting services; 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 Contractor 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 Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

**1. TERM.** This Contract shall be effective for a period of one (1) year from January 1, 2026 to December 31, 2026.

**2. COMPENSATION.** The Contractor shall be compensated for a total contract amount of \$58,942.50, (\$45,477.88 for the proprietary Edmunds financial application, and \$13,464.62 for cloud hosting services), as per Invoice #26-IN0284.

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 CONTRACTOR.** The specific duties of the Contractor shall for services relative to software support for the proprietary Edmunds financial application utilized by various County departments, as well as the provision of annual MCSJ cloud hosting services, as per

Contractor's Invoice #26-IN0284 (Exhibit A), which is incorporated herein and made 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 renewal documents.

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

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

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

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

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

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

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

this Contract.

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

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

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

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

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

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

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

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

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

shall elect to accept and to consent to such assignment or subcontract.

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The 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. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**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. 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 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.

**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 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 4<sup>th</sup> day of February, 2026.

**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 Contractor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**EDMUND GOVTECH**

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**By: RICHARD EVOY  
Title:**

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

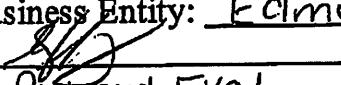
Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

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

Date	Amount	Recipient's Name
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A diagram consisting of a series of horizontal black lines spaced evenly apart, representing a grid. A single diagonal line starts from the top-left corner and slopes downwards to the bottom-right, intersecting the grid lines. Another diagonal line starts from the top-left, slopes downwards, and then turns sharply to the right, also intersecting the grid lines.

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: Edmunds GeoTech INC  
Signed:  Title: SF VP  
Print Name: Richard EVA Date: 1-6-21

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

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

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

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

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

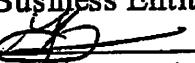
N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair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

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

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

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

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

Name of Business Entity: Edmunds GovTech Inc  
Signed:  Title: SrVP.  
Print Name: Richard Evey Date: 1-6-20

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES**

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

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

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act:

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

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

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

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

### **19:44A-20.8. Duty to report contributions**

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES**

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

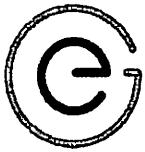
### **19:44A-20.9. Repayment of contribution**

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

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

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

## **EXHIBIT A**



**Edmunds GovTech**  
301 Tilton Road  
Northfield, NJ 08225

Thank you for your business! Please contact us at  
AR@Edmundsgovtech.com with questions regarding this invoice.

# INVOICE

Invoice #: 26-IN0284  
Invoice Date: 10/01/2025  
Payment Terms: Net 90  
Due Date: 1/01/2026

Description: 2026 Software  
Maintenance & Cloud Hosting

Attn: Accounts Payable  
Gloucester County  
115 Budd Boulevard I T Department  
Woodbury, NJ 08096

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	1-OS-9039-7	Hosting (Level III)	\$13464.62	\$13,464.62	Contract #: H-0054-4
1	1-FM-0015-5	Finance Super Suite IV Maintenance	\$20313.25	\$20,313.25	Contract #: LSW-C0327-5
1	1-FM-0008-5	Electronic Requisitions III Maintenance	\$5014.15	\$5,014.15	Contract #: LSW-C0327-5
1	1-PM-0852-5	Payroll III Maintenance	\$10666.80	\$10,666.80	Contract #: LSW-C0327-5
1	1-PM-0849-5	Human Resources III Maintenance	\$9483.68	\$9,483.68	Contract #: LSW-C0327-5
			<b>TOTAL:</b>	<b>\$58,942.50</b>	
			<b>PAYMENTS/ CREDITS APPLIED:</b>	<b>\$0.00</b>	
			<b>TOTAL AMOUNT DUE:</b>	<b>\$58,942.50</b>	

C-4

**RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS  
INDUSTRY, INC., FROM JANUARY 1, 2026 TO DECEMBER 31, 2027  
FOR \$109,812.00 AND A CONTRACT IN AN AMOUNT NOT TO  
EXCEED \$8,000.00 ANNUALLY**

**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 County of Gloucester (“County”) has a need for services relative to technical support, testing, inspection and maintenance associated with the proprietary Siemens XLS-V Fire Alarm System in use at the County Justice Complex; and

**WHEREAS**, the County can obtain said services from Siemens Industry, Inc. as per Contractor’s proposal #Gloucester County JS FA 26-27 dated December 11, 2025, for a total amount of \$109,812.00 (payable as: \$52,416.00 in 2026; and, \$57,396.00 in 2027); and

**WHEREAS**, a contractual provision is also necessary for as-needed, incidental maintenance and supplies that are not covered under the Service Agreement, from January 1, 2026 to December 31, 2027 in an amount not to exceed \$8,000.00 per year; and

**WHEREAS**, the County Treasurer has certified the availability of funds for the 2026 payment of \$52,416.00 pursuant to C.A.F. Number 26-00430, which shall be charged against budget line item 6-01-20-140-001-20370. Continuation of the Contract and Service Agreement beyond 2027 is conditioned upon approval of the final Gloucester County Budget.

**WHEREAS**, the variable component of the Contract is for estimated units of service on an as-needed basis, which does not obligate the County to make any minimum purchase or obtain any service, 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 Director is hereby authorized to execute and the Clerk of the Board to attest to, the Service Agreement with Siemens Industry, Inc. for proprietary services relative to the Siemens XLS-V Fire Alarm System at the County Justice Complex for a total amount of \$109,812.00; and, the Contract in an amount not to exceed \$8,000.00 per year for as-needed, incidental maintenance and supplies not covered under the Service Agreement from January 1, 2026 to December 31, 2027; and

**BE IT FURTHER RESOLVED** that prior to any payments 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 payment 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 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

County of Gloucester Purchasing Department

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

Pc  
m

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

V VENDOR #: SIEMENS INDUSTRY, INC.  
E 1450 UNION MEETING RD  
N  
D BLUE BELL, PA 19403

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	<p>TWO YEAR SERVICE AGREEMENT FOR COUNTY JUSTICE COMPLEX FOR TECHNICAL SUPPORT &amp; MAINTENANCE FOR PROPRIETARY SOFTWARE FOR XLS-V FIRE ALARM UNIT AS OUTLINED IN PROPOSAL DATED 12/11/2025 IN THE AMOUNT OF \$109,812.00 FOR TWO YEAR TERM BEGINNING 1/1/2026</p> <p>THIS IS THE 1ST INSTALLMENT FOR YEAR ONE WHICH COVERS 1/1/2026-12/31/2026 IN THE AMOUNT OF \$52,416.00</p> <p>THE 2ND INSTALLMENT FOR YEAR TWO IN THE AMOUNT OF \$57,396.00 WHICH COVERS 1/1/2027-12/31/2027 WILL BE PROCESSED UPON 2027 BUDGET APPROVAL</p> <p>APPROVED: 2/4/2026</p> <p>CONTRACT TERM: 1/1/2026-12/31/2027</p>	6-01-20-140-001-20370 Equipment Svc Maintenance Agreements	52,416.0000	52,416.00

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SIEMENS INDUSTRY, INC.**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of February, 2026, 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 **SIEMENS INDUSTRY, INC.**, with offices at 2000 Crawford Place, Suite 300, Mount Laurel, NJ 08054 hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County has entered a Service Agreement for services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to the Siemens XLS-V Fire Alarm System located at the GC Justice Center; 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 County also has a need for as-needed incidental maintenance and supplies necessary for the efficient operation of said fire alarm system not covered under the Service Agreement; 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 Contractor 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 Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective for a period of two (2) years from January 1, 2026 to December 31, 2027.

2. **COMPENSATION.** The Contractor shall be compensated in amount not to exceed \$8,000.00 per year for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement dated December 11, 2025.

It is acknowledged that in accordance with the Service Agreement entered into for the provision of technical support, testing, and inspection services, Contractor shall be paid a total amount of \$109,812.00, payable as \$52,416.00 in 2026, and \$49,680.00 in 2027.

Payments to be made beyond December 31, 2026 shall be conditioned upon approval of the final 2027 County budget.

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 CONTRACTOR.** The specific duties of the Contractor shall be for as-needed incidental maintenance and supplies for the efficient operation of the fire alarm system at the County Justice Complex not covered under the Service Agreement dated December 11, 2025, and services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to said Siemens XLS-V Fire Alarm System, as per Contractor's Proposal #Gloucester County JS FA 26-27 and Service Agreement dated December 11, 2025 (Exhibit A), which are incorporated herein and made part of this Contract, and for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement .

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 renewal documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall

not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

**23. CONTRACT PARTS.** This Contract consists of this 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 4<sup>th</sup> day of **February, 2026**.

**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 Contractor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

---

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

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**SIEMENS INDUSTRY, INC.**

---

**By:  
Title:**

# **EXHIBIT A**

**SIEMENS**

**PROPOSAL**

Gloucester County JS FA 26-27

**PREPARED BY**

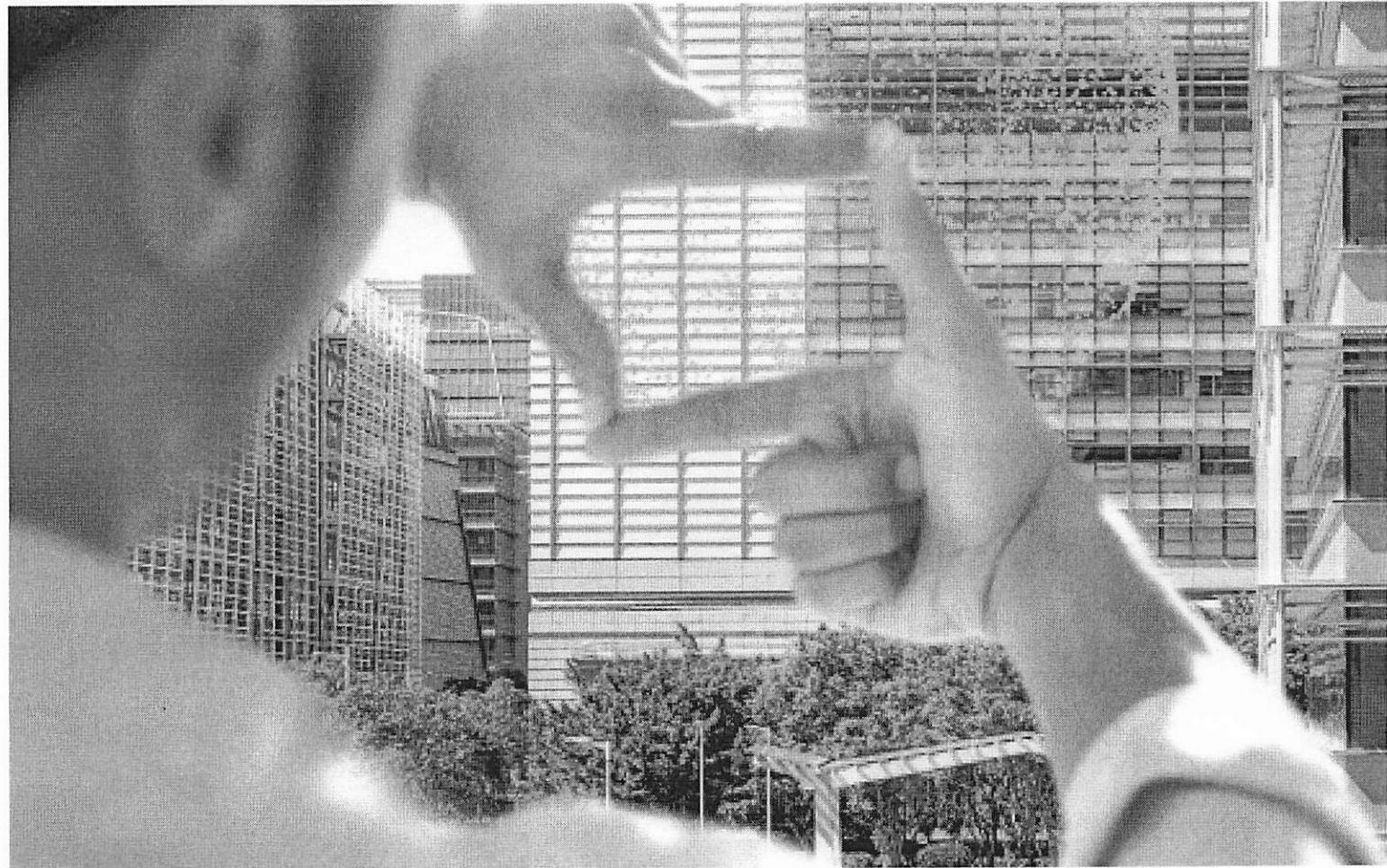
Siemens Industry, Inc. ("Siemens")

**DELIVERED ON**

December 11, 2025

**SMART BUILDINGS**

# Transforming the Everyday



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## Contact Information

Proposal #: 10243661  
Date: December 11, 2025

**Sales Executive:** Lucas Baker  
**Branch Address:** 1450 Union Meeting Road  
Blue Bell, PA 19422  
**Telephone:** 484-919-6924  
**Email Address:** lucas.baker@siemens.com

**Customer:** COUNTY OF GLOUCESTER  
**Address:** 70 HUNTER ST  
WOODBURY NJ 08096

**Services shall be provided at:** COUNTY OF GLOUCESTER  
70 HUNTER ST WOODBURY NJ 08096

## Executive Summary

### Customer Needs

The Services proposed in this agreement are specifically designed for COUNTY OF GLOUCESTER, and the services provided herein will help you in achieving your facility goals.

### Services Included

Siemens will provide the following services.

#### Service Description

- Test & Inspection – Fire Alarm System
- Repair & Replacement Fire Alarm System

## Agreement Terms for Investments

Services shall be provided at:

70 HUNTER ST  
WOODBURY, NJ 08096

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

**Duration (Initial Term and Renewal):** This Agreement shall remain in effect for an Initial Term of 2 Periods beginning January 1, 2026. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jan 1,2026 - Dec 31,2026	Annually (In Advance)	\$52,416.00
2	Jan 1,2027 - Dec 31,2027	Annually (In Advance)	\$57,396.00
Multi-Period Investment Total			\$109,812.00*

### Amount Due In Advance Based On Billing Frequency

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal is firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

***\*Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.***

## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jan 1,2026 - Dec 31,2026	Annually (In Advance)	\$52,416.00
2	Jan 1,2027 - Dec 31,2027	Annually (In Advance)	\$57,396.00

### Proposed by:

Siemens Industry, Inc.

Company

Lucas Baker

Name

10243661

Proposal #

\$109,812.00

Proposal Amount

December 11, 2025

Date

### Accepted by:

COUNTY OF GLOUCESTER

Company

Name (Printed)

Signature

Title

Date

Purchase Order #  PO for billing/pmnt only  PO not required

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF FUNDING FROM THE STATE OF NEW JERSEY, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LAW AND PUBLIC SAFETY, YOUTH JUSTICE COMMISSION THROUGH THE YOUTH DETENTION STABILIZATION GRANTS**

**WHEREAS**, the Youth Justice Commission received \$3.25 million in State Fiscal Year 2026 budget for Youth Detention Stabilization Costs, this funding is appropriated to offset the increased costs of counties with per diem costs exceeding \$500.00 for sending youth to detention centers; and

**WHEREAS**, the County through the Department of Corrections is eligible for reimbursement under this program for per diem costs to house youth in out of county detention centers; and

**WHEREAS**, the County may request reimbursement for per diem costs exceeding \$500.00 for a given youth. The funding is retroactive to July 1, 2025, and is available through June 30, 2026; and

**WHEREAS**, the Board of County Commissioners of Gloucester County deem this to be beneficial to the citizens of the County; and

**WHEREAS**, the Department of Corrections has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of County Commissioners that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Board of County Commissioners acknowledges that the amount of County grant funds to be requested will be for per diem costs exceeding \$500.00 for a given youth, from July 1, 2025 through June 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that:

1. The Board of County Commissioners of the County of Gloucester hereby authorizes the application and acceptance of funding from the State of New Jersey, Office of the Attorney General, Department of Law and Public Safety, Youth Justice Commission, through the Youth Detention Stabilization Grants, from July 1, 2025 to June 30, 2026; and
2. The Board of County Commissioners of the County of Gloucester hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



**ATTEST:**

**COUNTY OF GLOUCESTER**

---

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

---

**FRANK J. DIMARCO, DIRECTOR**



Philip D. Murphy  
*Governor*

Tahesha L. Way  
*Lt. Governor*

State of New Jersey  
Office of the Attorney General  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
Youth Justice Commission  
P.O. Box 107  
Trenton, New Jersey 08625-0107

Matthew J. Platkin  
*Attorney General*

Jennifer LeBaron, Ph.D.  
*Executive Director*

December 12, 2025

Frank J. DiMarco  
Director, Gloucester County Board of Commissioners  
Gloucester County Administration Building  
2 South Broad Street  
P.O. Box 337  
Woodbury, NJ 08096  
VIA E-MAIL

Dear Mr. DiMarco:

I am pleased to share that \$3.25 million has been allocated in the Youth Justice Commission's (YJC) State Fiscal Year (SFY) 2026 budget for **Youth Detention Stabilization Grants**. Pursuant to the SFY 2026 budget, the funding is appropriated to offset increased costs to counties with per diem costs exceeding \$500 for sending youth to detention centers due to overcrowding in their own facilities or the lack of a facility.

If your county pays a total per diem rate for either guaranteed or non-guaranteed beds from a receiving county of more than \$500 per day per youth, your county is eligible to request reimbursement for the portion of these costs above the \$500 threshold. The attached document outlines the step-by-step process for submitting a reimbursement request to YJC.

This funding is retroactive to July 1, 2025, and is available through June 30, 2026. Please note that the funding will not carry over into the next fiscal year and may be depleted before the June 30, 2026 deadline, depending on the volume of reimbursement requests received and processed. Therefore, funds will be distributed on a first-come, first-served basis. The required documents should be submitted to [YJCReimbursement@jjc.nj.gov](mailto:YJCReimbursement@jjc.nj.gov), retroactive to July 1, 2025. Please submit all documents by January 15, 2026 for any reimbursement you wish to receive for detention placements occurring between July 1, 2025 and December 31, 2025. Beginning in January 2026, requests for reimbursement must be submitted on a quarterly basis.

If you have any questions or need assistance with the reimbursement process, please contact Doris S. Darling, Director, Office of Local Programs and Services, at [Doris.Darling@jjc.nj.gov](mailto:Doris.Darling@jjc.nj.gov) or (609) 376-0646.



REALIZING POTENTIAL & CHANGING FUTURES  
New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable



DiMarco  
December 12, 2025  
Page 2

Sincerely,



Dr. Jennifer LeBaron  
Executive Director

**Attachment**

C: Lisa Macaluso, Deputy Executive Director, Office of Policy, Research and Planning, YJC  
Doris S. Darling, Director, Office of Local Programs and Services, YJC  
Nancy Dougherty, Chief Administrative Officer, YJC  
Okesha Giles, Supervisor, Youth Justice Facility Monitoring Unit, YJC  
Chad M. Bruner, County Administrator, Gloucester County

## Youth Justice Commission (YJC) Youth Detention Stabilization Grants

### Reimbursement Process

The Youth Justice Commission received \$3.25 million in the State Fiscal Year (SFY) 2026 budget for **Youth Detention Stabilization Grants**. This funding is appropriated to offset the increased costs of counties with per diem costs exceeding \$500 for sending youth to detention centers due to overcrowding in their own facilities or the lack of a facility, and which counties have contracted bed capacity with another county.

#### Eligibility

Counties are eligible for reimbursement under this program if they incur per diem costs to house youth in out of county detention centers. This eligibility applies when:

1. The county does not operate its own youth detention facility; **or**
2. The county youth detention facility is overcrowded and placement out of county becomes necessary; **and**
3. The total daily rate paid to the contracted county where a youth is housed exceeds \$500 for a given youth.

#### Reimbursement Amount

Counties may request reimbursement for per diem costs exceeding \$500, retroactive to July 1, 2025. Payments will be issued either by check or through the Automated Clearing Account (ACA). Please note that failure to submit claims in a timely manner may result in non-reimbursement of eligible costs already incurred. Only the portion of per diem expenses above the \$500 threshold will be considered eligible for reimbursement. Note, funding may be depleted before the June 30, 2026 deadline, depending on the volume of claims received and processed. Claims will be processed on a first come, first served basis. If the funding is depleted prior to June 30, 2026, the YJC will cease claim reimbursement. If the funding is not appropriated in subsequent state budgets, the grant program shall cease.

The county shall submit the required documents identified below to [YJCReimbursement@jjc.nj.gov](mailto:YJCReimbursement@jjc.nj.gov) retroactive to July 1, 2025, by December 22, 2025. Beginning in January 2026, the county shall submit the request for reimbursement and required documents on a quarterly basis, no later than the 30th day of the month following the close of each quarter, except that for the quarter ending June 30, requests must be received by July 15. Your timely submission of claims will ensure your county has the best opportunity to access these limited funds.

1. NJ Payment Voucher
  - a. (D) Payee Name and Address;
  - b. (E) Send Completed Form To; and
  - c. Commodity Code/Description of Item, Quantity, Unit, Unit Price, and Amount.
2. Invoice on County letterhead. The invoice must show the date of services and the amount requested.
3. Youth Information Spreadsheet (attached)
  - o Name of county juvenile detention center where youth is/was held
  - o County Per Diem Rate (provide backup documentation, which must include the detention center's invoice or other documentation that shows the rate paid to the receiving county)
  - o Youth's name
  - o Youth's date of Admission
  - o Youth's release date (if applicable)
  - o Rate amount over \$500 (total cost incurred over \$500)
  - o Total number of days detained
  - o Total amount requested to be reimbursed by the YJC to the County

Please note that June 30, 2026, is the end of the YJC's fiscal year; therefore, all requests for reimbursement must be received by July 15, 2026. Any vouchers received after July 15, 2026 for services provided before June 30, 2026 will not be paid unless funds are allocated in the state FY27 budget for this purpose.

E-2

**RESOLUTION AUTHORIZING A CONTRACT WITH COMPUTER SQUARE, INC.  
D/B/A CSI TECHNOLOGY GROUP FROM JANUARY 1, 2026 TO DECEMBER 31,  
2026 FOR A TOTAL AMOUNT OF \$140,651.40**

**WHEREAS**, the County of Gloucester (hereinafter “County”), through the County Prosecutor’s Office utilizes the Microsoft Azure Government Cloud, as well as specialty applications and modules that work with proprietary InfoShare applications which are licensed to that office; and

**WHEREAS**, annual maintenance services and cloud hosting services are required, and N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

**WHEREAS**, the County can obtain said services from Computer Square, Inc. *d/b/a* CSI Technology Group of 330 Mac Lane, Keasbey, NJ 08832, for a total amount of \$140,651.40 (comprised of \$3,600.00 for eDiscovery cloud services, \$51,051.40 for Microsoft Azure cloud maintenance and hosting services, and \$86,000.00 for Infoshare software maintenance), for the period January 1, 2026 to December 31, 2026; and

**WHEREAS**, the County Treasurer has certified to the availability of funds pursuant to C.A.F. Number **26-00513** for \$86,000.00 (InfoShare); C.A.F. Number **26-00514** for \$51,051.40 (Microsoft Azure); and, C.A.F. Number **26-00515** for \$3,600.00 (annual eDiscovery payment due) for a total of \$140,651.40 to be charged against budget line item 6-01-25-275-001-20370.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute and the Clerk of the Board is directed to attest to, a purchase contract with Computer Square, Inc. *d/b/a* CSI Technology Group for the hereinabove maintenance and cloud hosting services as needed by the County Prosecutor’s Office from January 1, 2026 to December 31, 2026, for a total amount of \$140,651.40.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

---

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

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096

(856) 853-3420 • Fax (856) 251-6777

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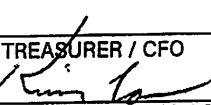
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GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

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CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

VENDOR #: CSITE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4.00	Maintenance Infoshare Case & document system -Infoshare Select base system -Crime Scene Module -Investigation Module -Screening, Grand Jury & trial -Indictment Accusation Templates -Intelligence Module -AOC Interface -Evidence Module -Forfeiture Module	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	12,500.0000	50,000.00
4.00	Maintenance Discovery Comp	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	1,125.0000	4,500.00
4.00	Maintenance IA Module	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	1,312.5000	5,250.00
4.00	Maintenance eCDR Interface	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	1,312.5000	5,250.00
4.00	Maintenance VW Portal	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	1,125.0000	4,500.00
4.00	Maintenance VW Letter Adult	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	937.5000	3,750.00
4.00	Maintenance VW Stat Tracker	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	562.5000	2,250.00
4.00	Maintenance DV family module	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	750.0000	3,000.00
4.00	Maintenance FACTS interface	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	3,000.0000	12,000.00

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 26-00513

ORDER DATE: 01/20/26

REQUISITION NO: R6-00373

DELIVERY DATE:

STATE CONTRACT: PROPRIETARY

ACCOUNT NUM:

# County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096

(856) 853-3420 • Fax (856) 251-6777

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**SHIP TO**  
GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

**VENDEDOR**  
CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

VENDOR #: CSITE010

SALES TAX ID # 21-6000660

PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 26-00513

ORDER DATE: 01/20/26

REQUISITION NO: R6-00373

DELIVERY DATE:

STATE CONTRACT: PROPRIETARY

ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4.00	Maintenance Juv & DV VW Letter	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	937.5000	3,750.00
4.00	Maintenance eDiscovery portal	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	1,875.0000	7,500.00
4.00	Maintenance CAC module	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	1,687.5000	6,750.00
4.00	Maintenance Juv module	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	1,125.0000	4,500.00
4.00	Maintenance Sex Assault respon	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	750.0000	3,000.00
4.00	Maintenance SANE & PMT report	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	750.0000	3,000.00
4.00	Maintenance VAWA/Muskie report	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	1,125.0000	4,500.00
4.00	Maintenance Megans Law Module	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	2,000.0000	8,000.00
4.00	Maintenance Megans Law BingMap	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	500.0000	2,000.00
4.00	Maintenance Megans Law eDiscov	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	1,250.0000	5,000.00
4.00	Adjustment Maintenance Adjustm Maintenance Period	Equipment Svc Maintenance Agreements 6-01-25-275-001-20370	13,125.0000-	52,500.00-
		Equipment Svc Maintenance Agreements		
	01/01/2026 - 03/31/2026			
	04/01/2026 - 06/30/2026			

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

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

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GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
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CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

VENDOR #: CSITE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	<p>07/01/2026 - 09/30/2026 10/01/2026 - 12/31/2026  PASSED BY RESOLUTION 2/4/26  (please forward paperwork to bduncan@co.goucester.nj.us)</p>			<p style="text-align: right;">TOTAL</p> <p style="text-align: right;">86,000.00</p>

## 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.

## 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

# County of Gloucester Purchasing Department

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

Pg 1

**SHIP TO**  
GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

**VENDEDOR**  
CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

VENDOR #: CSITE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4.00	Cloud Hosting Services - 1 Microsoft Azure Services  Maintenance Period  01/01/2026 - 03/31/2026 04/01/2026 - 06/30/2026 07/01/2026 - 09/30/2026 10/01/2026 - 12/31/2026	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	5,262.8500	21,051.40
4.00	Server Maintenance Annual Server Maintenance on Microsoft Azure Cloud  Maintenance Period  01/01/2026 - 03/31/2026 04/01/2026 - 06/30/2026 07/01/2026 - 09/30/2026 10/01/2026 - 12/31/2026	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	7,500.0000	30,000.00

## 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

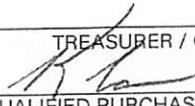
TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

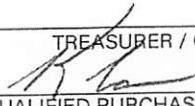
## RECEIVER'S CERTIFICATION

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.

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

  
TREASURER / CFO

DEPARTMENT HEAD DATE

  
QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

# County of Gloucester Purchasing Department

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

Pg

GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

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VENDOR #: CSITE010

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CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS
--

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 26-00515

ORDER DATE: 01/20/26  
REQUISITION NO: R6-00376  
DELIVERY DATE:  
STATE CONTRACT: PROPRIETARY  
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	<p>Cloud Hosting Services for eDiscovery</p> <p>Maintenance Period</p> <p>01/01/2026 - 12/31/2026</p> <p>PASSED BY RESOLUTION 2/4/26</p> <p>(please forward paperwork to bduncan@co.goucester.nj.us)</p>	6-01-25-275-001-20370 Equipment Svc Maintenance Agreements	3,600.0000	3,600.00

## 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.

## 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

**PURCHASE CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COMPUTER SQUARE, INC. *d/b/a*  
CSI TECHNOLOGY GROUP**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of **February, 2026**, by and between **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 **COMPUTER SQUARE, INC. *d/b/a* CSI TECHNOLOGY GROUP**, with offices at 330 Mac Lane, Keasbey, NJ 08832, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County of Gloucester, through the Prosecutor's Office has a need for annual Microsoft Azure cloud maintenance and hosting services, Infoshare software maintenance, and eDiscovery cloud services relative to systems, modules and/or applications used by the County Prosecutor's Office; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(dd) permits the support and maintenance of proprietary computer hardware and software without public advertising for bids, and the County's Department of Information Technology has determined said equipment and networking are proprietary; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective from January 1, 2026 to December 31, 2026.
2. **COMPENSATION.** Contractor shall be paid a total amount of \$140,651.40 as per unit prices set forth in Contractor's Quote/Invoices dated December 17, 2025, consisting of and paid in accordance with C.A.F. Number 26-00513 for \$86,000.00 (InfoShare); C.A.F. Number 26-00514 for \$51,051.40 (Microsoft Azure); and, C.A.F. Number 26-00515 for \$3,600.00.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher

shall be placed in line for prompt payment.

**3. DUTIES OF CONTRACTOR.** Contractor shall provide Microsoft Azure cloud maintenance and hosting services, Infoshare software maintenance, and eDiscovery cloud services as per Contractor's Quote/Invoices dated December 17, 2026, which are annexed hereto as Exhibit A and incorporated herein and made a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

**8. INDEMNIFICATION.** The Contractor or subcontractor, if applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. CONTRACT PARTS.** This Contract consists of this document and the Contractor's Quote/Invoices dated December 17, 2025, annexed hereto as Exhibit A. Should there occur a conflict in the documents identified herein, then this Contract shall prevail.

**THIS CONTRACT** is effective as of the 4<sup>th</sup> day of **February, 2026**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**COMPUTER SQUARE, INC. *d/b/a*  
CSI TECHNOLOGY GROUP**

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**By: WILLIAM YEH  
Title: PRESIDENT & CEO**

# **EXHIBIT A**

**QUOTE**

Version: v1  
Date: 12/17/2025  
Exp: 06/15/2026

**Attention To**

Chief Steven Ingram  
Gloucester County Prosecutor's Office  
P.O. BOX 623  
Criminal Justice Complex  
Woodbury, NJ 08096  
Email: [singram@co.goucester.nj.us](mailto:singram@co.goucester.nj.us)

**From**

James Parent  
CSI Technology Group  
330 Mac Ln  
Keasbey, NJ 08832  
Phone: (732) 346-0200

**Re: Annual Maintenance & Cloud 2026**

No.	Item Code	Description	Qty	Unit Price	Amount
01	Maintenance	Software Maintenance: InfoShare Case & document system <ul style="list-style-type: none"><li>• InfoShare Select Base System</li><li>• Crime Scene Module</li><li>• Investigation Module</li><li>• Screening, Grand Jury and trial</li><li>• Indictment Accusation Templates</li><li>• Intelligence Module</li><li>• AOC Interface</li><li>• Evidence Module</li><li>• Forfeiture Module</li></ul>	1	\$50,000.00	\$50,000.00
02	Maintenance	Discovery Component	1	\$4,500.00	\$4,500.00
03	Maintenance	Internal Affairs Module	1	\$5,250.00	\$5,250.00
04	Maintenance	eCDR Interface	1	\$5,250.00	\$5,250.00
05	Maintenance	VW Portal	1	\$4,500.00	\$4,500.00
06	Maintenance	VW Letter Adult	1	\$3,750.00	\$3,750.00
07	Maintenance	VW Stat Tracker	1	\$2,250.00	\$2,250.00
08	Maintenance	Domestic Violence Family Module	1	\$3,000.00	\$3,000.00
09	Maintenance	FACTS Interface	1	\$12,000.00	\$12,000.00
10	Maintenance	Juvenile and DV Family VW Letter Generator	1	\$3,750.00	\$3,750.00
11	Maintenance	eDiscovery Portal	1	\$7,500.00	\$7,500.00
12	Maintenance	CAC Module	1	\$6,750.00	\$6,750.00
13	Maintenance	Juvenile Module	1	\$4,500.00	\$4,500.00
14	Maintenance	Procedures and Protocols for Sexual Assault Response and Referrals	1	\$3,000.00	\$3,000.00
15	Maintenance	Sexual Assault Nurse Examiner (SANE) and PMT Report	1	\$3,000.00	\$3,000.00

16	Maintenance	VAWA/Muskie Report	1	\$4,500.00	\$4,500.00
17	Maintenance	Megan's Law Module	1	\$8,000.00	\$8,000.00
18	Maintenance	Megan's Law Bing Mapping Interface Component	1	\$2,000.00	\$2,000.00
19	Maintenance	Megan's Law Module eDiscovery	1	\$5,000.00	\$5,000.00
20	<b>Adjustment</b>	<b>Maintenance Adjustment</b>	1	<b>-\$52,500.00</b>	<b>-\$52,500.00</b>
21	Cloud Hosting Services	Cloud Services for eDiscovery	1	\$3,600.00	\$3,600.00
22	Cloud Hosting Services -1	Microsoft Azure Services Prosecutor's Office Record Management Cloud Hosting Services - Cloud Hosting on Microsoft Azure Government Cloud	1	\$21,051.40	\$21,051.40
23	Server Maintenance	Annual Server Maintenance on Microsoft Azure Cloud  CSI to provide maintenance services as spelled out in the Scope of Work for the GCPO servers on the Microsoft Azure Government Cloud.  This does not include maintenance of any servers on the physical Gloucester County network (if applicable)	1	\$30,000.00	\$30,000.00

Maintenance Period  
From 01/01/2026 to 12/31/2026

<b>Note:</b>	<b>Subtotal</b>	\$140,651.40
* NJ/CSI Agreement # 26-T3121-CSI02 *This quotation does not include any additional fee charged by a reseller.	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$140,651.40



**Computer Square, Inc.**  
 330 MAC LANE, KEASBEY, NJ 08832  
 TEL: (732) 346 0200 | www.csitech.com

# INVOICE

Invoice No. 74266  
 Date: 12/17/2025

## Bill To

Gloucester County Prosecutor's Office  
 P.O. BOX 623  
 Criminal Justice Complex  
 WOODBURY, NJ 08096  
 Attn: Chief Steven Ingram  
 singram@co.goucester.nj.us

## Ship To

Gloucester County Prosecutor's Office  
 P.O. BOX 623  
 WOODBURY, NJ 08096  
 Attn: Steven Ingram

P.O. No.	Term	Rep	Ship	Via	Customer Code
Contract	NET 30 DAYS	James Parent	12/17/2025	SERVICE	PNJME1

No.	Item Code	Description	Qty	Unit Price	Amount
01	Cloud Hosting Services -1	Microsoft Azure Services  Maintenance Period From 01/01/2026 to 03/31/2026	1	\$5,262.85	\$5,262.85
02	Server Maintenance	Annual Server Maintenance on Microsoft Azure Cloud  Maintenance Period From 01/01/2026 to 03/31/2026	1	\$7,500.00	\$7,500.00

## Note:

**Subtotal** \$12,762.85

**Sales Tax (0.0%)** \$0.00

**Total** \$12,762.85

14	Maintenance	Procedures and Protocols for Sexual Assault Response and Referrals	1	\$750.00	\$750.00
15	Maintenance	Sexual Assault Nurse Examiner (SANE) and PMT Report	1	\$750.00	\$750.00
16	Maintenance	VAWA/Muskie Report	1	\$1,125.00	\$1,125.00
17	Maintenance	Megan's Law Module	1	\$2,000.00	\$2,000.00
18	Maintenance	Megan's Law Bing Mapping Interface Component	1	\$500.00	\$500.00
19	Maintenance	Megan's Law Module eDiscovery	1	\$1,250.00	\$1,250.00
20	<b>Adjustment</b>	<b>Maintenance Adjustment</b>	1	<b>-\$13,125.00</b>	<b>-\$13,125.00</b>
		Maintenance Period: From 01/01/2026 to 03/31/2026			

**Note:**

<b>Subtotal</b>	\$21,500.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$21,500.00</b>

**INVOICE**

Invoice No. 74264  
Date: 12/17/2025

**Bill To**

Gloucester County Prosecutor's Office  
P.O. BOX 623  
Criminal Justice Complex  
WOODBURY, NJ 08096  
Attn: Chief Steven Ingram  
singram@co.goucester.nj.us

**Ship To**

Gloucester County Prosecutor's Office  
P.O. BOX 623  
WOODBURY, NJ 08096  
Attn: Steven Ingram

P.O. No.	Term	Rep	Ship	Via	Customer Code
Contract	NET 30 DAYS	James Parent	12/17/2025	SERVICE	PNJME1

No.	Item Code	Description	Qty	Unit Price	Amount
01	Maintenance	Software Maintenance: InfoShare Case & document system <ul style="list-style-type: none"><li>InfoShare Select Base System</li><li>Crime Scene Module</li><li>Investigation Module</li><li>Screening, Grand Jury and trial</li><li>Indictment Accusation Templates</li><li>Intelligence Module</li><li>AOC Interface</li><li>Evidence Module</li><li>Forfeiture Module</li></ul>	1	\$12,500.00	\$12,500.00
02	Maintenance	Discovery Component	1	\$1,125.00	\$1,125.00
03	Maintenance	Internal Affairs Module	1	\$1,312.50	\$1,312.50
04	Maintenance	eCDR Interface	1	\$1,312.50	\$1,312.50
05	Maintenance	VW Portal	1	\$1,125.00	\$1,125.00
06	Maintenance	VW Letter Adult	1	\$937.50	\$937.50
07	Maintenance	VW Stat Tracker	1	\$562.50	\$562.50
08	Maintenance	Domestic Violence Family Module	1	\$750.00	\$750.00
09	Maintenance	FACTS Interface	1	\$3,000.00	\$3,000.00
10	Maintenance	Juvenile and DV Family VW Letter Generator	1	\$937.50	\$937.50
11	Maintenance	eDiscovery Portal	1	\$1,875.00	\$1,875.00
12	Maintenance	CAC Module	1	\$1,687.50	\$1,687.50
13	Maintenance	Juvenile Module	1	\$1,125.00	\$1,125.00



# INVOICE

Invoice No. 74265  
Date: 12/17/2025

**Bill To**

Gloucester County Prosecutor's Office  
P.O. BOX 623  
Criminal Justice Complex  
WOODBURY, NJ 08096  
Attn: Chief Steven Ingram  
singram@co.goucester.nj.us

**Ship To**

Gloucester County Prosecutor's Office  
P.O. BOX 623  
WOODBURY, NJ 08096  
Attn: Steven Ingram

P.O. No.	Term	Rep	Ship	Via	Customer Code
Contract	NET 30 DAYS	James Parent	12/17/2025	SERVICE	PNJME1

No.	Item Code	Description	Qty	Unit Price	Amount
01	Cloud Hosting Services	Cloud Services for eDiscovery Maintenance Period From 01/01/2026 to 12/31/2026	1	\$3,600.00	\$3,600.00

**Note:**

<b>Subtotal</b>	\$3,600.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$3,600.00

**RESOLUTION AUTHORIZING A CONTRACT WITH COMPUTER SQUARE, INC.  
D/B/A CSI TECHNOLOGY GROUP FROM JANUARY 1, 2026 TO DECEMBER 31,  
2026 FOR A TOTAL AMOUNT OF \$155,000.00**

**WHEREAS**, the County of Gloucester (hereinafter “County”), through the County Prosecutor’s Office utilizes the specialty applications and modules that work with proprietary software applications which are licensed to that office; and

**WHEREAS**, additional modules including maintenance training services are required, and N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

**WHEREAS**, the County can obtain said services from Computer Square, Inc. *d/b/a* CSI Technology Group of 330 Mac Lane, Keasbey, NJ 08832, for a total amount of \$155,000.00 (comprised of **(a)** \$30,000.00 for Juvenile Module Discovery Process; **(b)** \$95,000.00 for Juvenile eScreening/CJP Process; and **(c)** \$30,000.00 for Brady/Giglio alert flags with review and report), including installation, maintenance and training from January 1, 2026 to December 31, 2026; and

**WHEREAS**, the County Treasurer has certified to the availability of funds pursuant to C.A.F. Number **26-00567** for \$30,000.00; C.A.F. Number **26-00568** for \$95,000.00; and, C.A.F. Number **26-00569** for \$30,000.00 for a total of \$155,000.00 to be charged against budget line item T-03-08-530-275-20653.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute and the Clerk of the Board is directed to attest to, a purchase contract with Computer Square, Inc. *d/b/a* CSI Technology Group for the hereinabove software, training and maintenance as needed by the County Prosecutor’s Office from January 1, 2026 to December 31, 2026, for a total amount of \$155,000.00.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

# County of Gloucester Purchasing Department

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

Pg

GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

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COMPUTER SQUARE, INC.  
DBA CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

VENDOR #: CSITE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	NJ Pros Juv eDiscovery Juvenile Module Discovery Process	T-03-08-530-275-20653 Data Processing Software	30,000.0000	30,000.00
1.00	Installation Services	T-03-08-530-275-20653 Data Processing Software	3,000.0000	3,000.00
1.00	Discount Installation Services	T-03-08-530-275-20653 Data Processing Software	3,000.0000-	3,000.00-
1.00	Training Services	T-03-08-530-275-20653 Data Processing Software	2,000.0000	2,000.00
1.00	Discount Training Services	T-03-08-530-275-20653 Data Processing Software	2,000.0000-	2,000.00-
	PASSED BY RESOLUTION 2/4/26  (please forward paperwork to bduncan@co.glocester.nj.us)			
			TOTAL	30,000.00

## 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.

## 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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS
--

THIS NUMBER MUST APPEAR ON ALL INVOICES
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NO. 26-00567
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ORDER DATE: 01/21/26  
REQUISITION NO: R6-00598  
DELIVERY DATE:  
STATE CONTRACT: PROPRIETARY  
ACCOUNT NUM:

County of Gloucester Purchasing Department

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

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P** GLOUC. CO PROSECUTORS OFFICE  
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COMPUTER SQUARE, INC.  
DBA CSI TECHNOLOGY GROUP  
330 MAC LANE  
KEASBEY, NJ 08832-1200

VENDOR #: CSITE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	<p>NJ Pros Juv eScreening Juvenile eScreening/CJP Process</p> <p>PASSED BY RESOLUTION 2/4/26</p> <p>(please forward paperwork to bduncan@co.glocester.nj.us)</p>	<p>T-03-08-530-275-20653 Data Processing Software</p>	<p>95,000.0000</p> <p>TOTAL</p>	<p>95,000.00</p>

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**PURCHASE CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COMPUTER SQUARE, INC. *d/b/a*  
CSI TECHNOLOGY GROUP**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of **February, 2026**, by and between **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 **COMPUTER SQUARE, INC. *d/b/a* CSI TECHNOLOGY GROUP**, with offices at 330 Mac Lane, Keasbey, NJ 08832, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County of Gloucester, through the Prosecutor's Office has a need for specialty applications and modules that work with proprietary software applications which are licensed to that office; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(dd) permits the support and maintenance of proprietary computer hardware and software without public advertising for bids, and the County's Department of Information Technology has determined said equipment and networking are proprietary; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This contract shall be effective from January 1, 2026 to December 31, 2026.
2. **COMPENSATION**. Contractor shall be paid a total amount of \$155,000.00 (comprised of **(a)** \$30,000.00 for Juvenile Module Discovery Process; **(b)** \$95,000.00 for Juvenile eScreening/CJP Process; and, **(c)** \$30,000.00 for Brady/Giglio alert flags with review and report), including installation, maintenance and training.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

**3. DUTIES OF CONTRACTOR.** Contractor shall provide software, maintenance and training as to (a) \$30,000.00 for Juvenile Module Discovery Process; (b) \$95,000.00 for Juvenile eScreening/CJP Process; and (c) \$30,000.00 for Brady/Giglio alert flags with review and report), as per Contractor's Quote/Invoices dated October 10, 2025, which are annexed hereto as Exhibit A and incorporated herein and made a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

**8. INDEMNIFICATION.** The Contractor or subcontractor, if applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. CONTRACT PARTS.** This Contract consists of this document and the Contractor's Quote/Invoices dated October 10, 2025, annexed hereto as Exhibit A. Should there occur a conflict in the documents identified herein, then this Contract shall prevail.

**THIS CONTRACT** is effective as of the 4<sup>th</sup> day of **February, 2026**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**COMPUTER SQUARE, INC. *d/b/a*  
CSI TECHNOLOGY GROUP**

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**By: WILLIAM YEH  
Title: PRESIDENT & CEO**

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

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: Computer Square, Inc. d/b/a CSI Technology Group

Signed: Yu-Chen Chang Title: Chief Operating Officer

Print Name: Yu-Chen Chang Date: 1/20/2026

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.

**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"):

## **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.

**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: Computer Square, Inc. d/b/a CSI Technology Group  
Signed: Yu-Chen Chang Title: Chief Operating Officer  
Print Name: Yu-Chen Chang Date: 1/20/2026

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 (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.

# **EXHIBIT A**



## ESTIMATE

Version: v1  
Date: 10/10/2025  
Exp: 04/08/2026

### Attention To

Office Manager Patricia Reid  
Gloucester County Prosecutor's Office  
P.O. BOX 623  
Criminal Justice Complex  
WOODBURY, NJ 08096  
Email: [preid@co.goucester.nj.us](mailto:preid@co.goucester.nj.us)

### From

James Parent  
CSI Technology Group  
330 Mac Ln  
Keasbey, NJ 08832  
Phone: (732) 346-0200

### Re: Juvenile Discovery

No.	Item Code	Description	Qty	Unit Price	Amount
01	NJ PROS JUV eDISCOVERY	<b>Juvenile Module Discovery Process</b> 1. Document Redaction 2. Bates Numbering 3. Discovery Package Creation 4. Download to Local Drive 5. Connection to client eDiscovery Portal included to allow defense attorneys to request and receive discovery packages for cases recorded in the DV Family Module 6. Financial / Charges Accounting for Discovery Creation	1	\$30,000.00	\$30,000.00
02	Installation	<b>Installation Services</b> Engineering cost and installation	1	\$3,000.00	\$3,000.00
03	Discount - 1	<b>Discount</b> 1. Discount on Installation Services	1	(\$3,000.00)	(\$3,000.00)
04	Training	<b>Training Services</b> Training cost for training Prosecutor's Staff If needed: Training for local Attorney's	1	\$2,000.00	\$2,000.00
05	Discount - 2	<b>Discount</b> 1. Discount on Training	1	(\$2,000.00)	(\$2,000.00)
					<b>Subtotal</b> \$30,000.00
					<b>Sales Tax (0.0%)</b> \$0.00
					<b>Total</b> \$30,000.00

### Note:

- \* This estimate does not include licenses for Microsoft SQL, Operating System or Office Programs.
- \* Limited time offer for 180 days.
- \* Unless additional items are purchased, this amount is fixed.
- \* CSI is authorized seller of the state of New Jersey, NJ/CSI Agreement # 26-T3121-CSI02.
- \* The reseller, i.e SHI and/or INSIGHT, cost will not be included to this order.



**Computer Square, Inc.**  
 330 MAC LANE, KEASBEY, NJ 08832  
 TEL: (732) 346 0200 | [www.csitech.com](http://www.csitech.com)

## ESTIMATE

Version: v1  
 Date: 10/10/2025  
 Exp: 04/08/2026

### Attention To

Office Manager Patricia Reid  
 Gloucester County Prosecutor's Office  
 P.O. BOX 623  
 Criminal Justice Complex  
 WOODBURY, NJ 08096  
 Email: [preid@co.goucester.nj.us](mailto:preid@co.goucester.nj.us)

### From

James Parent  
 CSI Technology Group  
 330 Mac Ln  
 Keasbey, NJ 08832  
 Phone: (732) 346-0200

### Re: Juvenile CJP/eCDR process

No.	Item Code	Description	Qty	Unit Price	Amount
01	NJ Pros Juv eScreening	<b>Juvenile eScreening/CJP Process</b> 1. Local PD can upload Juvenile cases to the Prosecutor's Office via the External Module or from Send to Prosecutor RMS function. 2. Documents become immediately available once uploaded. 3. Workflow to include Juvenile Probation and/or Family Court Staff can be configured. 4. Includes Juvenile eCDR Interface 5. Includes Installation and Training	1	\$95,000.00	\$95,000.00

### Note:

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- \* Limited time offer for 180 days.
- \* Unless additional items are purchased, this amount is fixed.
- \* CSI is authorized seller of the state of New Jersey, NJ/CSI Agreement # 26-T3121-CSI02.
- \* The reseller, i.e SHI and/or INSIGHT, cost will not be included to this order.

<b>Subtotal</b>	\$95,000.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$95,000.00

**ESTIMATE**

Version: v1  
Date: 10/10/2025  
Exp: 04/08/2026

**Attention To**

Office Manager Patricia Reid  
Gloucester County Prosecutor's Office  
P.O. BOX 623  
Criminal Justice Complex  
WOODBURY, NJ 08096  
Email: preid@co.goucester.nj.us

**From**

James Parent  
CSI Technology Group  
330 Mac Ln  
Keasbey, NJ 08832  
Phone: (732) 346-0200

**Re: Add on Brady/Giglio**

No.	Item Code	Description	Qty	Unit Price	Amount
01	Brady/Giglio Enhancement	<b>Brady/Giglio Alert Flags with Review and Report</b> 1. Tracks every officer involved in a case and cross-references the Internal Affairs module to flag them for review if necessary when the officer/contact is added to a case in eProsecutions; 2. Allows for a checklist related review and report; 3. Creates a Brady/Giglio tab in the eProsecutions case to alert the assigned staff of relevant information.	1	\$25,000.00	\$25,000.00
02	Installation	<b>Installation Services</b> Engineering cost and installation	1	\$3,000.00	\$3,000.00
03	Training	<b>Training Services</b> One day (8 hours) training for IA personnel and staff.	1	\$2,000.00	\$2,000.00

**Note:**

\* This estimate does not include licenses for Microsoft SQL, Operating System or Office Programs.

\* Limited time offer for 180 days.

\* Unless additional items are purchased, this amount is fixed.

\* CSI is authorized seller of the state of New Jersey, NJ/CSI Agreement # 26-T3121-CSI02.

\* The reseller, i.e SHI and/or INSIGHT, cost will not be included to this order.

**Subtotal** \$30,000.00  
**Sales Tax (0.0%)** \$0.00  
**Total** \$30,000.00

**RESOLUTION APPROVING THE MANUAL OF SPECIFICATIONS AND  
PROCEDURES FOR COUNTY ROADWAY ACCESS AND OPENING PERMITS FOR  
THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING AND  
TO AMEND THE ADMINISTRATIVE CODE**

**WHEREAS**, by Resolution dated November 5, 2025, the County previously amended the Manual of Specifications and Procedures for County Roadway Access and Opening Permits, as recommended by the Director of the Department of Public Works; and

**WHEREAS**, it is necessary to amend the Manual of Specifications and Procedures for County Roadway Access and Opening Permits, more specifically Section 6.0: Permit Fees and Guarantees, 7. Utility Companies and the Gloucester County Administrative Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of the County of Gloucester that the County hereby approves the proposed Manual of Specifications and Procedures for County Roadway Access and Opening Permits, as attached, for the operation of the Department of Public Works, Division of Engineering, and hereby amends the Gloucester County Administrative Code.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



**ATTEST:**

**COUNTY OF GLOUCESTER**

---

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

---

**FRANK J. DIMARCO, DIRECTOR**

**County of Gloucester**  
**Manual of Specifications and Procedures**  
**for**  
**County Roadway Access and Opening Permits**



**Gloucester County Department of Public Works**  
**Division of Engineering**  
**1200 N. Delsea Drive**  
**Clayton, NJ 08312**

**Barry C. Beckett, P.E.**  
**County Engineer**

**Joseph M. D'Alessandro,**  
**Assistant Roads Supervisor**

**David McCormick**  
**Permits Clerk**

**Revised February 4, 2026**

ADOPTED at a regular meeting of the Board of Commissioners of the County of Gloucester, State of New Jersey held on February 4, 2026

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## Section 1.0: Purpose and Definitions

### 1. General

- a. This Manual of Specifications and Procedures for County Roadway Access and Opening has been adopted by the Board of Commissioners of the County of Gloucester for the purpose of preventing damage to Gloucester County roadways and bridges that are under its maintenance and jurisdiction and to enhance the safety and efficiency of the County's roadway system for the traveling public.
- b. The County's authority under the provisions in this Manual generally includes issuing a permit to control access to County roadways and bridges by both public and private entities and opening or otherwise occupying their surfaces. It includes controlling temporary and permanent roadway access and openings by specifying the terms of use, occupation, locations, and restoration within County rights of way (ROW) or easements, and other property associated with County highways and bridges. It also includes providing for the safe and unobstructed passage of vehicles and pedestrian traffic by the construction inspection of permitted roadway and sidewalk temporary closures and detours.
- c. Nothing in this Manual shall be interpreted as requiring the County to construct or improve access or make improvements to its roadway system. The County will not expend public funds to assist a lot or site owner in obtaining access or making improvements. The County may acquire any right of access to a County roadway that is necessary to protect public health, safety, and welfare.
- d. All roadway access and opening work shall be constructed in accordance with the permit's conditions, the latest editions of the County's Specifications Manual, and other relevant and applicable standards (including this Manual), the standards established by the Federal Highway Administration's (FHWA) *Manual on Uniform Traffic Control Devices* (MUTCD) (latest edition), and the New Jersey Department of Transportation's (NJDOT) *Standard Specifications for Road and Bridge Construction* (latest edition) and the various standards cited and referenced within these documents, and to the related, applicable, and appropriate sections of *The State Highway Access Management Code* (N.J.A.C. 16:47 et seq. w/Appendices), *The State Highway Occupancy Code* (N.J.A.C. 16:41 et seq.) and *The Utility Accommodation Code* (N.J.A.C. 16:25 et seq.) all of which are incorporated herein by reference. The applicable standards include, but are not limited to, the latest editions of the following:
  - i. The New Jersey Department of Transportation, Roadway Design Manual;
  - ii. The New Jersey Department of Transportation, Bridges and Structures Design Manual;
  - iii. The New Jersey Department of Transportation, Standard Specifications for Road and Bridge Construction;
  - iv. The New Jersey Department of Transportation Sample Plans;
  - v. The New Jersey Department of Transportation, Standard Roadway Construction/Traffic Control/Bridge Construction Details;
  - vi. The New Jersey Department of Transportation, Standard Electrical Details;
  - vii. The New Jersey Soil Erosion and Sediment Control Standards;
  - viii. A Policy on Geometric Design of Highways and Streets, the American Association of State Highway and Transportation Officials (AASHTO);

- ix. A Guide for Accommodating Utilities Within Highway Right-of-Way, AASHTO;
- x. Roadside Design Guide, AASHTO;
- xi. The National Electrical Safety Code, IEEE publications;
- xii. API RP 1102, Recommended Practice for Steel Pipelines Crossing Railroads and Highways from American Petroleum Institute, (API);
- xiii. American Water Works Association's Standards;
- xiv. Standard Code for Pressure Piping, American National Standard Institute (ANSI);
- xv. Standard Codes for Fiber-Optic Facilities, ANSI;
- xvi. The Asphalt Handbook, Asphalt Institute (AI);
- xvii. HMA Construction; AI
- xviii. Asphalt Overlays for Highway and Street Rehabilitation, AI.

- e. County roadway access and opening permits shall be denied when local road access is available, unless otherwise approved in writing by the County.
- f. The County may build new roads or acquire access easements to provide alternative access to an existing developed lot or site that has no other means of access to any street other than a County roadway. The County may adjust, modify or remove a driveway providing access to County roadways, if it is required to further the purpose of this Manual or that of the County's roadway system, and provided that alternative roadway access can be made available.
- g. An access permit may be issued to a lot, site, or municipal roadway and shall remain valid if the access ownership changes. Access permits are transferred with ownership of the lot or site, provided that the conditions upon which the permit was issued have not changed.
- h. The County encourages the sharing of driveways, local roadway access, frontage and reverse frontage roads, and other similar measures to minimize the number of driveways on County roadways. Where multiple lots constitute a site or two or more lots utilize a shared driveway, permits will be issued to each lot having frontage on the County roadway. Permits for lots having a driveway on the County roadway will require a permit fee.
- i. The County reserves the right to impose and to waive whatever procedures, specifications, standards, and requirements that are beyond those included in and referenced by this Manual and that it believes are necessary to permit the access and/or opening of the County roadway system.

## **2. Definitions**

The following terms, phrases, words, and their derivation shall have the following meanings. Terms, phrases, and words not listed below shall be interpreted and defined by the County in accordance with relevant specifications, standards, and references as above or as typically used in the profession and industry.

**Acceptance** - The written acceptance by the County of the work.

**Adjustment** - means the alteration or relocation of utility facilities to accommodate the construction of highway improvement projects.

**Applicant** - any person making written application to the County Public Works Director for a road opening/access permit. (If the person submitting the permit application is a Contractor who will be

performing the work on behalf of another party, the Contractor shall be the "Co-Applicant", and the party on whose behalf the work is being performed shall be the Applicant.) The application shall be made for and on behalf of the Applicant for whom the work is being performed and must be signed by Applicant. Permits will be issued in writing by the County Public Works Director or a person authorized to act on their behalf.

The Applicant shall agree as a condition of the issuance of the permit that all facilities, pipes, etc. installed within the County ROW pursuant to the permit shall be promptly relocated at the Applicant's expense, as may be required in the future by the County to accommodate installation of County Facilities.

**As-built plans** - means drawings showing the actual locations of installed or relocated utilities.

**Backfill** - means the replacement of suitable material around and over a pipe, conduit system, or direct buried cable.

**Bedding** - means the soil or other suitable material to support a pipe, conduit system, or direct buried cable.

**Bury** - means the depth as measured from the top of a pipe, conduit system, or direct buried cable to the grade of a roadway or roadside.

**Cable television company or CATV company** - means any person or group of persons who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

**Cap** - means the rigid structural element covering a pipe or conduit system.

**Carrier** - means a wireless communications company licensed by the Federal Communications Commission to operate in New Jersey.

**Casing or encasement** - means a structural element surrounding a carrier or conduit.

**Clear zone area** - means that roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles.

**Co-Applicant/Contractor** - shall be the contractor(s) and any subcontractor(s) who will be performing the work on behalf of the Applicant and who is jointly and severally responsible and liable along with the applicant, for compliance with all terms and conditions of the permit and any penalty or claim filed by the County as a result of any violation of the Permit conditions. The co-applicant contractor performing the work must also sign the application and shall be directly responsible for the protection of the work, for adherence to all terms and condition of the permit, work standards and specifications whether explicit or included by reference, and for the work safety and the safety of the public. The contractor and subcontractor must have a valid construction contractor registration in the State of New Jersey and provide a copy with the application.

**Completion** - When a certificate of acceptance has been issued by the County and all of the following has occurred:

- a. the work has been satisfactorily completed and accepted in all respects according to the permit;
- b. the project is ready for use; and

c. the Permittee/Co-permittee has satisfactorily executed and delivered all documents, certificates, and proofs of compliance including an acceptable Notice of Completion. This is required in advance of using the access and obtaining a certificate of occupancy.

**Conduit or duct** - means an enclosed tubular runway for protecting wires or cables.

**County** – means the County of Gloucester and its Public Works Director and/or County Engineer or any person authorized to act as their representative.

**County Engineer** - is the person appointed to the position of County Engineer, or any person authorized to act as their representative.

**County Public Works Director** - is the person appointed to the position of County Public Works Director or any person authorized to act as their representative.

**Curb line (curbline)** – means the outer edge of the shoulder or paved roadway (i.e., edge of pavement or EOP) furthest away from the travel lane whether curbed or not.

**Day** – means a calendar day unless otherwise specified.

**Drain** - means an appurtenance to discharge liquid seepage from casings.

**Driveway** – means a private roadway providing access between a County roadway and a lot or site that does not exist in its own ROW.

**Driveway Width** – means the narrowest width of a driveway measured across the driveway parallel to the roadway at a location between the curbline and the ROW line.

**Edge Clearance** – means the distance measured along the curb line from the extended lot line to the curb line opening.

**Emergency driveway** – means a driveway that is or will only be used by police, fire, or emergency service vehicles when responding to an emergency, but not including normal access to police, fire, or emergency facilities.

**Emergency** - means a sudden, urgent, unexpected occurrence or occasion that interferes with the free and safe movement of traffic on a County roadway, which requires immediate action.

**Excavation** - is the work involving digging, displacing, undermining, opening, boring, drilling, jacking, tunneling, auguring, or in any other manner breaking up an improved or unimproved County roadway, shoulder, embankment, sidewalk, curb, gutter, or other public property in a roadway or another portion of the ROW.

**Expiration** - means the formal termination of a permit.

**Fiber optic cable** - means a communication cable utilizing hair-thin strands of ultra-pure glass, plastic, or other transparent material that can carry high volumes of information via light wave signals.

**Fiber optic duct bank** - means a conduit or duct to be exclusively occupied by fiber optic cable.

**Grandfathered permit** - A grandfathered permit allows continued use of a driveway that has been in use for greater than 20 years with the same size and type of land use on the lot or site and is subject to the same permit conditions had a permit been issued.

**Handhole** - means a small chamber, which provides access to a splice enclosure; is placed periodically along a conduit to provide smooth safe cable installation; or stores excess cable for maintenance purposes.

**High pressure** - means a gas or liquid petroleum pipeline that operates, (or may reasonably be expected to operate) in the future over 60 psig pressure.

**In-kind replacement** - means complete or partial removal of a driveway within the County ROW and reconstruction of the driveway at the exact same location, with the exact same dimensions, geometric design, and materials. To be considered in-kind replacement, no relocation or change in dimensions or materials, such as adding a curb where none exists, can occur. In-kind replacement requires a roadway opening permit.

**Inspector** – In cases where roadway access and openings require oversight, or at the discretion of the County Public Works Director or his authorized representative, the permittee is required to pay a fee for inspections. The authorized inspector will visit the permit work zone at times and for periods to ensure the work is being performed in a workmanlike manner in accordance with the permit standards, conditions, and other guidelines whether explicitly written into the permit conditions or required by this Manual or a reference.

**Intersection** - means the location where two or more County roadways, or a combination of State, County or local roadway crossings at grade. A driveway may be an approach to an intersection, but will not be considered an intersection.

**Maintenance** - means the continuous work or in-kind replacement required to repair or service a driveway, County, or local roadway, or structure due to deterioration, and to preserve its general character without alteration in any of its component factors.

**Maintenance Guarantee** - is security in the form of either a bond, letter of credit, or certified check posted by a permittee or co-permittee to guarantee proper maintenance of the restored work zone of any roadway access or opening for a period of no less than two to but no more than five years (at the County's discretion) after final acceptance.

**Maintenance Period** – The Permittee is responsible for maintenance of the excavation and all other work for the period of the Maintenance Guarantee after completion and final inspection and acceptance of the work.

**Manhole** - means an opening in an underground system providing access to utility facilities for the purpose of making installations, inspections, repairs, connections, and tests. The term includes chambers or vaults.

**Mechanically stabilized earth (MSE) walls** - means retaining walls consisting of horizontal soil reinforcing elements and a facing to prevent erosion.

**Median** - means the portion of a divided highway separating the traveled ways for traffic moving in opposite directions.

**Non-wooden pole** - means a pole made of materials including, but not limited to, the following: steel, concrete, fiberglass, and glue-laminated wood.

**Pavement Structure** - The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed. See Figure D of the Gloucester County Specification Manual.

**Performance Guarantee** - is security in the form of either a bond, letter of credit, or certified check posted by a permittee or co-permittee to guarantee proper closure and satisfactory restoration of the roadway.

**Permit(s)** – Permit(s) are issued for roadway Access and/or Openings to both the permittee and co-permittees (contractors and subcontractors) after review and approval of the Application and all application documents by the County including the required insurance and surety documents. The Application and all of the submitted documents shall by reference become a part of the issued permit.

**Permittee** - is any person who has applied for and been issued a Permit by the County for roadway Access or Openings, including both the permittee and co-permittees (contractors and subcontractors).

**Person** - is any individual person, corporation, company, firm, partnership, LLC, association, authority, municipality, utility authority, utility company, association, non-profit, and/or any other such organization of any kind.

**Pipe, pipeline, carrier pipe** - means a formed hollow cylinder used for the conveyance of liquids or gases. Cylinders fabricated from plate are not a pipe.

**Pressure** - means the relative internal pressure in psig (pounds per square inch gauge).

**Private utility** - means any utility that is not within the general jurisdiction, supervision, and control of or otherwise regulated by the Board of Public Utilities or a utility owned and operated by private citizens or concerns that is not otherwise identified or regulated by the Board of Public Utilities.

**Public utility** - means an entity as defined in N.J.S.A. 48:2-13.a, including cable television as regulated under N.J.S.A. 48:5A-1 et seq. A public, private, or cooperatively owned company that enters into a contract with a public utility shall not be considered a public utility on the basis of that contract.

**Project** - The specific roadway access or opening defined by the permit and accompanying permit documents. The project may include work performed by others.

**Project Limits** - The project limits must be shown on the permit drawing and include (but are not limited to) the following:

- a. the areas of construction operations and areas used by the Contractor to perform the work. If only a portion of a lane or shoulder of a road is being constructed, the Project Limits include all lanes and shoulders of the roadway;
- b. where only one direction of a road is being constructed, and the road is divided by a median, island, or barrier curb, the Projects Limits include all of the lanes in that direction and the median. Otherwise, the Project Limits include all lanes in both directions;
- c. the longitudinal Project Limits include all safety devices and signs, excluding signs greater than 1,600 feet outside the Project Limits; and
- d. areas within the ROW provided for the Contractor's use.

**Repair** - means limited or minor replacement of one or more component factors covered by a permit that may be required because of storm or other cause to restore a condition and requiring only maintenance.

**Residential Driveway** - is excavation and construction for a driveway access for a single-family dwelling, duplex, or common driveway that serves two single family residences in accordance with a subdivision approved by the County's Land Development Review Committee (LDRC).

**Restoration** – shall mean the replacement, repair, resurfacing, upgrading, and/or reconstruction of the work zone as closely as possible to its original condition and/or the standards and conditions otherwise provided by the permit. A permittee may be required to provide digital photographs of the

work zone taken within 30 days prior to starting construction to aid in determining if a project site is restored.

**Right-of-way** - means County highway property and property rights, including easements, owned and controlled by the County.

**Right-of-way line** - means the outer edge of County roadway property, separating roadway property from the abutting lots owned by others.

**Roadway** – The term roadway shall be defined to broadly include any street, highway, road, roadway, sidewalk, alley, avenue, pavement, shoulder, gravel base, subgrade, curb, gutter, including drainage pipes and structures, utility structures, driveway, traffic control device, bridge, and all other appurtenant structures, trees, and landscaping in any public ROW, easement, ownership in fee, or public ground in the County of Gloucester and under the control of the County of Gloucester intended for vehicular use. A divided roadway has two (or more) roadways.

**Shoulder** - means the portion of the roadway between the edge of the travel lanes and the curbline, generally intended to accommodate stopped vehicles or emergency use.

**Sidewalk area** - means that portions of the right-of-way that lie between the curbline and right-of-way line, regardless of whether a sidewalk exists.

**Sleeve** - means a short casing through a pier or abutment of a highway structure, wall, etc.

**Specifications** - The compilation of provisions, standards and requirements for the performance of the work described in the Permit Application and attachments, the issued permit, this Manual, the Gloucester County Specification Manual, the NJDOT Standard Specifications for Road and Bridge Construction (latest edition) and the MUTCD standard (latest edition) and all other publications included by reference, the latest editions of which shall become a part of this Manual and which may be modified and/or supplemented from time to time and by the issued permit.

**State or local highway/roadway access** - means a driveway on a lot or site, or an easement over an adjacent lot or site's frontage, that allows for vehicular movement between a State Highway or a local roadway and the lot or site.

**Substantial completion** - means that all work is complete, with the exception of such items as landscaping, removal of soil erosion and sediment control measures, final cleanup, and repair of unacceptable work.

**Temporary driveway permit** - means a permit for time-limited access for a specific lot or site, use, and estimated volume of traffic. Such uses may include, but are not limited to, site preparation (when done separately from construction of access pursuant to a permit), environmental testing/monitoring, etc.

**Traffic Control Devices** – are signs, signals, flashing lights and beacons, pavement and curb markings, barricades, delineators, islands, channelizing features, pedestrian control features, flaggers, and all such other devices whether temporary or permanent, placed or erected for the purpose of regulating, warning, and guiding traffic by authority of a public body or official having jurisdiction over the roadway, bridge, and/or railroad crossing.

**Traffic Control Plan (TCP)** – A plan for maintaining traffic in or around a permittee's work zone.

**Traffic Study** - means a report that identifies and analyzes the impact of all traffic being generated by a lot or site utilizing a County roadway, regardless of how the traffic accesses the County roadway

system, in both a build and no-build condition. The report may include an analysis of mitigation measures and a calculation of fair share obligation.

**Transmission facilities (Electric)** - means high voltage electric lines, wire or cable (including supporting structures) and appurtenant facilities (usually with a rating of 69 kilovolts or above) that transmit energy from one generating plant to electric substations or switching stations and their owner operators.

**Transmission facilities (aka Pipelines)** – means gas and liquid transmission pipelines (generally large diameter) including their appurtenant facilities and their owners/operators, but not including production, accumulation, and storage facilities and distribution piping.

**Transmittant** - means gasses or liquids distributed through a system of pipes.

**Traveled way** - means the portion of the roadway provided for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

**Trenched** - means installed in an open excavation.

**Trenchless** - means installed without breaking the ground or pavement surface, except at the entrance and exit point, such as by jacking, boring, horizontal directional drilling, coring, plowing, pipe ramming, pipe bursting, or micro-tunneling.

**Utility and Utilities** - shall include public, private, or cooperatively owned facilities and lines for producing, transmitting, or distributing telecommunications, including fiber optic communications, cable TV, and ITS; water; sewerage; gas; electric; steam; waste; wastewater; stormwater (not connected with the county roadway); electrical facilities; gas; oil; crude; railroad; or any other similar commodity including fire or police signal systems and street lighting systems whether located underground, aerial, or bridge attached, etc. that are owned by a utility company, railroad, the NJDOT, County, or a municipality, and are directly or indirectly serving the public and have been or are proposed to be placed within the County's ROW, easements, and property. The term utility or utilities shall also mean the utility owner or company and subsidiaries.

**Valid Permit** - means a permit for which a written construction acceptance certification has been issued by the County. Grandfathered permits are considered valid permits. When no construction by the permittee is involved, permits become valid upon execution by the County.

**Vent** - means an appurtenance by which fluids or gases between a carrier pipe and a casing may be inspected, samples exhausted, or evacuated usually through risers or standpipes projecting above the ground surface.

**Wooden pole** - means the stem of a tree which has the proper natural characteristics to meet the engineering and design standards to support a utility line; and has been harvested, shaped, treated, and certified to meet that need. Single wooden pole type of construction is a type of construction where no wooden pole shall be closer than 10 feet to any other wooden or non-wooden pole.

**Work** – shall include the labor, services, materials, equipment, tools, transportation, supplies and incidentals necessary for a contractor to accomplish and complete the permitted roadway access or opening, as well as the other duties and obligations required by the permit. All work shall be done in a workmanlike manner to good and acceptable quality and without defects in accordance with the permit conditions and conforming to the County and industry standards.

**Work Zone** – the work zone, including the project limits as defined by the permit drawings, includes the areas of construction operations used by the contractor to perform the work. If only a portion of

the roadway is being used for construction, the work zone includes all lanes and shoulders of the roadway, unless the roadway is divided by a median. The longitudinal limits of the work zone include all safety devices and signs, excluding signs more than 1,600 feet beyond the project limits. Traffic control and safety for workers, motorists and pedestrians within the work zone shall be the responsibility of the contractor.

## Section 2.0: Permits Required

### 1. Prohibited Activities

It shall be unlawful, except in an emergency as set forth below, for any person to engage in the following activities, unless such person shall have obtained a permit from the County.

- a. dig up, excavate, tunnel, undermine, or in any manner break up a roadway;
- b. make or cause to be made any excavation in or under the surface of any roadway, to install any roadway improvements, or for any purpose construct, remove or alter roadway improvements that are located within a County right of way;
- c. place, deposit, or otherwise leave earth or other excavated material obstructing interfering with the free use of the roadway or roadway drainage;
- d. perform any other operation on any roadway that in any manner interferes with or disturbs the surface of such roadways; and
- e. relocate any type of building structure or drainage feature within County's roadway ROW, easement, or property.

### 2. Emergencies

In the event that any sewer, main, conduit, or other utility installation in or under any roadway shall rupture or otherwise seriously endanger persons or property, the owner shall immediately remedy the problem and take the necessary temporary steps to secure the location. **The County Public Works Office must be notified immediately of the occurrence.** In the event that the County Public Works Director's Office is closed, the notice shall then be directed to the Gloucester County Communications Center at 911.

The permanent repairs to the roadway shall be made as directed by the County and shall be completed within the time frames set forth in this Manual. Such owner shall not, however, begin making any permanent repairs to such street, alley or sidewalk until they shall have secured a permit. The permit shall be applied for within three business days after the break or serious problem developed, and the necessary permanent repairs to the roadway shall be made as directed by the County and completed within the time period stated in the permit.

- a. Emergent situations may arise out of the violation of a permit condition or occur as a result of situations that are not associated with a permit violation. If the emergent situation is not related to the violation of a permit condition, the County may require the issuance of a permit within three days to allow the utility onto the right-of-way in order to remedy the situation. When an emergent situation occurs, the County shall notify the permittee or utility of the emergency. In the event of an emergency, the permittee or utility shall:
  - i. Immediately dispatch a representative to the site of the emergency. The representative shall be on site within four hours or as otherwise directed by the County;
  - ii. Immediately stabilize the situation in order to restore the free and safe movement of traffic;
  - iii. Provide, for the County's review and concurrence, a timeline for the completion of permanent repairs; and
  - iv. Complete the permanent repairs within the timeline approved by the County.

- v. If the emergent situation arises from a permit violation and the permittee fails to comply with the provisions of (a) above, the permit shall expire and the County may either remedy the violation or terminate the activity and shall deduct the full cost of any work done from the amount of any bond, check, or money order held by the County. If the amount of the guarantee is less than the cost of the repairs performed for the County, the County shall bill the permittee for the balance due.
- vi. If the permittee does not pay the balance due within 30 days of billing, the County may initiate legal action.
- vii. Under unusual or emergency conditions, the County Public Works/Engineering office shall be contacted and the office may issue oral approvals for activity to be covered by a subsequently issued permit. Unusual or emergency conditions shall exist when, in the determination of the County, issuance of the oral approval is necessary to protect against an imminent threat to public health, safety, welfare, life, limb, or property. If the County grants oral approval, the applicant shall apply as outlined in this Manual within three business days of the date the office grants the oral approval.

## Section 3.0: Application Procedures

### 1. Applications

An application for the issuance of an Access and Road Opening Permit shall be submitted to the attention of the Gloucester County Public Works Director, Department of Public Works, Permit Division, 1200 N. Delsea Drive, Clayton NJ 08312. Note: only hard copies are accepted.

An application shall be made on forms available from the County Public Works Department and shall include the name and address to the applicant, the owner, and the co-applicant contractor performing the work, the street location of the site to be opened, the exact location of the opening from the nearest road intersection and the location and dimensions of the project limits and proposed work zone, the purpose of the project and the estimated dates of commencement, completion and restoration of the excavation, and such other data as may reasonably be required by the County. The applicant shall certify to the truthfulness of all information on the application.

The contractor shall also state the name of any and all subcontractors being used for the work along with telephone office and mobile numbers of the contractor, the subcontractors, and the applicant. The numbers provided must include an emergency number that can be reached 24 hours per day, 7 days per week. In lieu of providing the names and numbers, utility companies may provide a 24-hour emergency phone number.

### 2. Application Drawings

Drawings must be attached to the application and must be drawn to a minimum 30 scale to show clearly the proposed work, the project limits, and the work zone. For Access Permits the drawing should include driveway locations and proposed apron area installation. Plans should show all utilities within 25 feet of the proposed work. The County reserves the right to require plans or drawings to be drawn by a N.J. licensed professional engineer. Where the road opening involves a site plan or subdivision plan approved by the County Land Development Review Committee (LDRC), a copy of the approved site plan and/or subdivision plan shall be submitted with the application.

### 3. Traffic Control Plan

An NJDOT/MUTCD compliant traffic control plan (TCP) must be provided and attached to the application. Copies of the generic standards are not acceptable. The traffic control plan must be site specific, drawn to a scale sufficient to show clearly the proposed locations of all proposed temporary traffic control devices within the project limits and work zone, including flaggers and policing, unless the County indicates a TCP is not required. The TCP must address in writing and show on drawings the Contractor's proposed methods for performing traffic control, including but not limited to materials, equipment, personnel, and schedules. (See also Traffic Control Plan section and requirements in this Manual.)

### 4. Underground Utilities, Drainage, and other Subsurface Facilities

The County assumes no responsibility for identifying the location or conditions of any existing underground utility lines, drainage, and other features and facilities in the review of drawings or by issuance of a County permit. It shall be the responsibility of the co-applicant contractor to verify the locations of all underground utility lines, county drainage, and other county facilities and to determine the appropriate scope of work for their location and for safe excavation work in their vicinity within the County roadway ROW, easements, and property.

New Jersey Law requires anyone excavating (digging) to call NJ One Call at 800-272-1000 or 811 for mark-out at least three full business days (excluding weekends and holidays) prior to beginning work within the County ROW, easements, or property and to wait before excavating for mark-out flags or paint to be applied within the project limits. If utility facilities are located in the vicinity of the proposed excavation, the applicant shall comply with any statutes or regulations pertaining to the methods of excavation proximate to utilities. If excavation does not take place within the limited number of days indicated by NJ One Call, a new mark-out must be called in.

**The County's, its municipalities, and NJDOT's local underground drainage and other facilities (e.g., signal control and/or electric cables and boxes) and signals associated railroad facilities are NOT part of NJ One Call and must be located by the contractor through other means, shown on the drawings, and marked-out on the pavement surface prior to starting construction.**

## Section 4.0: County Roadway Access and Opening Permits

### 1. General

- a. All improvements made to a County roadway shall conform to the procedural requirements and design standards and references in this Manual, the County Specification Manual, and other referenced documents, except as otherwise specified in the permit.
- b. Traffic control features within the County roadway ROW may be installed, removed, or modified at any time by the County to promote efficient traffic operations or traffic safety.
- c. All pavement markings on County roadways, including acceleration and deceleration lane markings, and signage installed for the operation of the roadway shall be maintained by the County and may be removed or modified by the County, at any time, to promote efficient traffic operations or traffic safety. All pavement markings and signage required for the operation of a driveway, local roadway, or State Highway such as stop bars and stop signs, shall be maintained by the respective lot or site owner, municipality, or the NJDOT.
- d. The County has jurisdiction over all structures within the County roadway ROW and easements including, but not limited to, guide rail, curb, drainage systems, regulatory signs, directional and warning signs, and electrical facilities. Relocation or removal of any of these facilities, at the lot or site owner's expense, may be approved by the County in conjunction with the required permit(s). Relocation of County roadway facilities and any additional expenses necessitated by the relocation, by the County in conjunction with a permit(s), shall be at the lot or site owner's expense.
- e. The County will not permit openings in newly constructed or resurfaced County roadways for a period of five years after the construction or two years after resurfacing, without the consent of the County. This restriction does not apply to the construction of driveways. If openings are allowed the lot or site owner shall be required to mill and resurface the section of roadway to the limits and standards established by the County.
- f. County ROW shall be kept clear of buildings, sales exhibits, signs, parking areas, service equipment, and site or utility appurtenances. The County will not be responsible for maintenance or replacement of any such appurtenances within the County roadway ROW, whether authorized by permit or not.
- g. Applicants undertaking activities that require an access permit and/or a highway opening permit for such activities as drainage, curb, sidewalks, handicap ramps, landscaping, tree trimming, vegetation control, unclassified landscaping, grading, guiderail, crosswalks, bus shelters or benches, lane or shoulder closings, etc. on County roadways shall submit one access application for the combination of these activities. The County may issue a single permit to authorize all of these activities for the lot or site.
- h. No underground facility shall be permitted within the County right-of-way unless the utility subscribes to the New Jersey One-Call Damage Prevention System. Pursuant to N.J.S.A. 48:2-73 et seq.
- i. The County shall not assume any cost involved in the activities authorized by a permit, unless the permittee is under contract to the County and working in the County's rights-of-way or property and under the jurisdiction of the County at the written request of the County.

- j. No person shall use any part of County roadway rights-of-way or property under the jurisdiction of the County for any private purpose or uses associated with private purposes. The sidewalk area shall be kept clear of buildings, sales exhibits, signs, parking areas, service equipment, vehicles, and appurtenances.
- k. In general, no person shall erect advertising signs or devices on or overhanging County roadway rights-of-way or property under the jurisdiction of the County. No person shall use County roadway rights-of-way or property under the jurisdiction of the County for the display of merchandise. In general, the County will not authorize the erection and maintenance on public property of signs other than those that regulate, direct, or warn, or as otherwise allowed by law.
- l. No person shall place, maintain, or display upon or in view of any County highway, any unauthorized traffic sign, device, or other contrivance, that purports to be or is an imitation of, or of such a nature as to be mistaken for, an official traffic sign, that attempts to direct the movement of traffic, or that hides from view or interferes with the effectiveness of any official sign. No public authority shall permit any traffic sign, or any traffic signal bearing thereon or on its support, any commercial advertising on a County highway.
- m. A permittee shall locate all lighting, sprinklers, heaters, landscape ties, and other equipment for roadside establishments off County roadway rights-of-way or property under the jurisdiction of the County. The County shall not be responsible for maintenance or replacement of any such appurtenances within County roadway rights-of-way or property under the jurisdiction of the County.
- n. The County shall have a minimum of 30 calendar days to review permit applications, beginning on the date of the completed application and when all other requested information has been received.
- o. Ground cover shall not exceed 24 inches in height at full maturity within the sidewalk area and shall not interfere with sight distance.
- p. The contractor must have a copy of the approved permits at the site at all times.
- q. The contractor shall notify the County a minimum of 48 hours in advance of the commencement of any construction activities. Any construction taking place without prior County notification is at the contractor's risk and may require removal.
- r. The permittee shall provide the County with as-built plans based on the NGS and New Jersey Plane Coordinate system with offsets shown from existing physical features. The plans shall record the vertical and horizontal location of the utility facilities for each change in grade or alignment at 100-foot intervals. The as-built plans shall also show the horizontal and vertical locations of any manholes or hand holes. The permittee shall submit a CD or thumb drive with the as-built plans as CADD or PDF files within one month of completion of construction.

## **2. County Roadway Opening (aka Occupancy) Permits**

- a. Roadway Opening permits are required when any activity is undertaken over, under, or within any portion of County roadway right-of-way or property under the jurisdiction of the County. Additionally, an opening permit is required for any activity, which may interfere with the free and safe movement of normal highway traffic on a County roadway or when any activity will affect any portion of the roadway right-of-way or property under the jurisdiction of the County. These may consist of, but are not limited to, the following activities:

- i. Utilities

- ii. Poles
- iii. Curb, Sidewalk, and ramps
- iv. Drainage facilities
- v. Landscaping, tree trimming, vegetation control
- vi. Bridge attachments
- vii. Grading
- viii. Guiderail
- ix. Test holes and borings
- x. Monitoring wells
- xi. Crosswalks
- xii. Bus shelters or benches
- xiii. Banners, decorations or temporary announcements
- xiv. Guide Signs
- xv. Parades or Gatherings
- xvi. Temporary Uses
- xvii. Detours
- xviii. Lane or shoulder closings
- xix. Automatic Traffic Counting
- xx. Wireless communications site surveys
- xxi. Railroad Grade Crossings
- xxii. Miscellaneous

b. County roadway opening permits, shall also be required for the following uses:

- a. The use of County highway ROW for any private purpose or uses associated with private purpose, including, but not limited to, lighting, sprinklers, or landscaping structures;
- b. Trimming or removal of trees, shrubbery, or any other vegetation within the County roadway ROW, in conjunction with an access permit, and shall not be authorized unless specified in the access permit; and
- c. The placement, maintenance, or display of any sign or structure not in compliance with MUTCD standards shall not be permitted.
- d. The County may review requests for road opening permits and the release of guarantees. The County may issue a permit to excavate or open the surface of any County road upon application and payment of the fees and deposits. The permit will state the name of the applicant and co-applicant, the nature and purpose of the roadway access/excavation or opening, the location of the opening, and the number of days for which the permit shall remain in force.
- e. The minimum lateral proximity to a parallel utility facility shall be 18 inches from the edge of utility facility to the edge of utility facility. As used in this Manual utility facilities do not include railroad facilities.
- f. The permittee shall construct manholes or hand holes so that the longest dimension is parallel to the roadway and not within the roadway. This does not apply to railroad grade crossings.
- g. Except for railroad grade crossings, utility facilities shall not be located longitudinally in the travel lane or in the shoulder unless otherwise approved by the County. For

longitudinal installations, utility locations parallel to the pavement at or adjacent to the right-of-way line are required to minimize interference with highway drainage, the structural integrity of the traveled way, shoulders, and embankment; the safe operation of the roadway, and to minimize utility maintenance impacts to the roadway. At a minimum, their lateral location shall be offset a suitable distance beyond the slope, ditch, or curb line, as may stipulated.

- h. The permittee shall be responsible for the restoration of the area disturbed. Failure to do so shall be a violation of the permit. The permittee shall provide security in the form of a bond, check, or money order, the amount of which shall depend upon the value of the activity.
- i. The permittee shall make repairs to facilities that the County deems necessary to prevent any hazard to the public, interference with traffic, or damage to highway property. Such repairs shall be made as promptly as reasonably possible after the County notifies the permittee of the need for repairs. A failure to make the designated repairs shall be a violation of the permit.
- j. The permittee shall remove the activity before the expiration of a temporary use permit. The permit shall establish the date for removal. The permit shall also address the restoration of the County roadway rights-of-way or property under the jurisdiction of the County.
- k. The permittee shall be responsible for the cost of all maintenance and repairs to the roads over which a traffic detour takes place.
- l. Longitudinal installation of overhead lines in County roadway rights-of-way shall generally comply with the provisions of N.J.A.C. 16:25. No pole shall be closer than 10 feet to any other pole except as otherwise identified by the permit. The permittee shall complete pole replacements within 90 days of installation of a new pole, including removal of the pole being replaced and any other extraneous replaced facilities and cables.

### **3. County Roadway Access Permits**

- a. County roadway access is granted to a lot or site in its entirety, not to the lot owner. Any change to the lot, including the size or the frontage on the County roadway, lot subdivision, or lot consolidation shall require a new application in accordance with the Land Development Resolution. No permit shall authorize any physical change to the lot or changes to the lot lines.
- b. A shared driveway for lots created by subdivision shall be the only County roadway access for the lots and requires a cross-access easement restriction, in perpetuity, for each lot utilizing the shared driveway.
- c. The contractor shall have a copy of the approved permits at the site at all times.
- d. A lot or site owner shall apply for and obtain an access permit, before undertaking any of the following activities:
  - i. Constructing one or more driveways or streets intersecting a County roadway, including emergency driveways;
  - ii. Changing any existing driveway or State or local roadway intersecting a County roadway, whether within or outside the County ROW including, but not limited to, addition of a

traffic signal, street closures, changing the number of lanes, driveway removals, changing the width of a driveway, changing the location of a driveway, and changing one-way/two-way operations;

- iii. Expanding the land use on a lot or site having one or more existing driveways or streets connecting to a County roadway;
- iv. Performing maintenance or in-kind replacement;
- v. Constructing a temporary driveway fronting on a County roadway;
- vi. Initiating any activity that may interfere with the free and safe movement of traffic on a County roadway; and
- vii. Increasing the number of trips between a County roadway and a local or private street to the extent that a significant increase in traffic results.

- e. Changing the use on a lot or site having one or more existing driveways or streets connecting to a State or local roadway shall require a Land Development Application in accordance with the Land Development Resolution.
- f. Subdividing a lot fronting on a County roadway, or consolidating two or more lots, at least one of which fronts on a County roadway shall require a Land Development Application in accordance with the Land Development Resolution.

#### **4. Permit Moratoriums**

No permit shall be issued for an opening on any roadway surface which has been reconstructed by the County for a five (5) year period after completion of roadway reconstruction, except in the event of an emergency. The moratorium period shall commence on the date of final acceptance of the road that has been resurfaced or reconstructed.

No permit shall be issued for any road that has been milled and resurfaced within two (2) years after completion of resurfacing, except in the event of an emergency.

#### **5. Waivers**

- a. The County may, in its discretion, based on the facts of a particular application, issue an opening and/or access permit that does not meet one or more of these requirements where it finds that compliance with those requirements is not reasonably attainable at the time that an application is submitted or that denial of the application would leave the lot or site without reasonable access to the general system of County roadways or State or local roadways. No waivers or other relief from design standards or other may be granted unless the waiver can be granted without substantial detriment to the safety and operation of the County roadway system and without substantially impairing the intent and purpose of this Manual.

Possible bases for waiver requests include, but are not limited to:

- i. Conflicts between the requirements of this Manual and the requirements of: The New Jersey Pinelands Commission or the Pinelands Protection Act; The Coastal Area Facility Review Act; The Freshwater Wetlands Act; Flood Hazard Zone regulations, etc.;
- ii. Imposition of conditions by a municipal, county, or other approving agency beyond the control of the lot or site owner, and acceptable to the County;

- b. The County will not grant waivers of permit fees.

c. The granting of a waiver does not constitute approval of an application and shall only be considered a waiver of a particular standard.

d. The terms of the waiver will be incorporated into the terms of the permit.

## **6. Denials**

If the application for a permit is denied; the County will send the applicant written notification of the denial and shall state the reason for the denial. All denials shall be resubmitted with a cover letter addressing each point of revision.

## **7. Permit Invalidations and Revocations**

Permits may be revoked at any time by the County for failure to comply. The County also reserves the right to stop work for failure to comply and/or to complete the work or order the completion of work to ensure the safety of pedestrian and vehicular traffic.

A permit shall become invalid for any of the following reasons:

- a. Performance of any of the activities requiring a permit without first obtaining a new permit;
- b. Any expansion or change in use of a lot or site that results in trip generation that exceeds the maximum trip limits established for the lot or site;
- c. Failure to respond to the County within the specified timeframe;
- d. Failure to comply with any permit conditions or developer agreement provisions;
- e. Failure to remedy a violation of any permit condition; and/or
- f. Removal of a County roadway from its jurisdiction.

## **8. Bonds and Guarantees**

No permit shall be issued until the applicant has submitted the bonds and insurance certificate required by this Manual in a form acceptable to the County (e.g., County Counsel, Insurance/Risk Manager, etc.).

## **9. Photographs and Video Records**

If extensive roadway access or roadway opening excavation and restoration is involved, the County may require the permittee to digitally video and/or photograph the work zone and/or project limits prior to beginning construction in order to protect the County's interest and that of adjoining properties.

## Section 5.0: Time Limitations

### 1. Permit Expiration

- a. Permits shall become null and void unless work is started within 180 calendar days of the issuance of a permit. Once started, the work shall be diligently pursued without undue interruptions during normal working hours until completion. An extension of time for good cause may be granted by the County.
- b. If a permit is revoked or becomes null and void due to the passage of time, the permittee may apply for a new permit. A new permit may be revised to include changes to the work or conditions and shall be accompanied by a new fee.
- c. It is the responsibility of the lot or site owner to complete construction according to the terms and conditions of the permit in a safe and expeditious manner. Construction work shall not interfere with any County structure or facility on, over, or under the County roadway, unless permitted by the County, and shall not interfere with any ongoing work being done as part of a County project. The lot or site owner shall properly safeguard all work and maintain sufficient traffic safety provisions, so as to protect the traveling public until all work has been completed.

### 2. Prior Notification

- a. The permittee shall provide a minimum 48-hour written notice to the County prior to beginning work within lands under the jurisdiction of Gloucester County, except in cases of emergency as described in this Manual. Written notice shall be provided five working days' ahead for work on weekends, County holidays, or outside of normal County working hours (8:00 AM to 4:00 PM), except in cases of emergency. Failure to provide notice as required with this section may result in revocation of the permit and issuance of a stop work order.
- b. If special conditions require work during weekends and/or the Gloucester County holidays, the permittee shall obtain the prior written consent of the County and shall reimburse the County for all overtime costs incurred for its inspectors.

### 3. Night-Time Work

If extensive roadway access or roadway opening excavation and restoration is involved on a heavily traveled and congested roadway, the County may require the permittee to perform work during night time hours. The permittee shall provide notice as described above and shall reimburse the County for all overtime costs incurred for its inspectors. The contractor is responsible for providing all labor, equipment, and materials needed for night time work including traffic control.

### 4. Restoration Time-Frame

All openings shall be backfilled immediately and temporarily paved as specified in this Manual, subject to asphalt plant closings in winter months. Permanent pavement restoration shall be done within four weeks of temporary restoration for shallow road openings (4 ft. or less in depth from finish grade). Permanent pavement restoration for deep road openings (depths of more than 4 ft. below finish grade) shall be completed within 3 months from the time of temporary restoration or as otherwise directed by the County. The permittee shall give a minimum 24-hour notice to the County prior to final restoration operations. The County shall be notified when final restoration is completed.

### 5. Completion Notification

The permittee is responsible for notifying the County when all work has been substantially completed and is ready for beneficial use and final inspection. All inspections shall be performed during the County's normal business hours. The maintenance period for the project shall begin only when the County has accepted the permanent restoration and the permittee has posted a satisfactory maintenance surety with the County.

## **6. Seasonal Restrictions**

At the sole discretion of the County, permits **may not** be issued for extensive road openings and restoration between December 15<sup>th</sup> and March 15<sup>th</sup> when adverse/severe winter weather conditions may exist, asphalt plants may be closed, low ground and roadway temperatures occur, freezing conditions exist, and/or frost, snow, ice, etc. may impact roadway conditions and prohibit work.

## Section 6.0: Permit Fees and Guarantees

### 1. Permit Fees

A permit fee shall be charged by the County for the issuance of a permit in addition to all other fees for permits or charges related to proposed roadway access and opening construction work. The permit fee shall be an amount according to the size of the road opening. Permit fees shall be waived for public entity applicants, including, but not limited to the State of New Jersey, the County of Gloucester, and County municipalities. Municipalities, local authorities, and County Utility/Improvement Authorities are subject to all restoration, insurance, performance, and maintenance bond provisions in this Manual, whether or not they are subject to permit fees. Permit fees shall be as follows, but may be adjusted at the discretion of the County, and may be republished by the County from time to time.

**Table 1 - Roadway Access Permit Fees**

<u>Permit Type</u>	<u>Fees</u>
Private Use	\$50.00
Structure Relocation	\$50.00
Combined Residence & Business	\$150.00
Utility Pole, Beacon & Lights	
1-5	\$150.00
6-10	\$300.00
Each Additional Over 10	\$25.00
Commercial Minor (minor development)	\$500.00
Commercial Major (major development without roadway widening)	\$800.00
Commercial Major (major development with roadway widening)	\$1,200.00
Temporary Construction Access	\$1,000.00
Road Occupancy with no Excavation	\$150.00
Oversized Load Transport	\$500.00

**Table 2 – Road Openings within Right of Way (Sidewalk, Grass Area, Shoulder or Travel Way)**

<u>Permit Type</u>	<u>Fees</u>
Single Opening (not exceeding 16 SF)	\$125.00
Multiple Openings (> 10 SF and < 200 SF)	\$250.00
Multiple Openings (each additional > 50 SF or fraction)	\$100.00
Manhole, Vault, Metering Pit, or similar structure	\$150.00
Jacking/Boring/HDD up to 200 LF	\$500.00
Each Additional 50 ft in Length or Part Thereof	\$75.00
ADA Ramp w/Sidewalk Landing Area (pair)	\$200.00
Soil Borings	
1-5	\$150.00
6-10	\$300.00
Each Additional Over 10	\$25.00

(SF = square feet, LF = linear feet)

**Table 3 – Curb/Gutter and Conduit/Cable Direct Burial Permit Fees**

<u>Permit Type</u>	<u>Fees</u>
Curb/Gutter (0 LF to 99 LF)	\$80.00
Curb/Gutter (100 LF to 499 LF)	\$200.00
Curb/Gutter (500 LF to 999 LF)	\$300.00
Curb/Gutter (> 1,000 LF or each fraction thereafter)	\$30.00
Conduit/Cable (0 LF to 1,499 LF)	\$250.00
Conduit/Cable (1,500 LF to 1,999 LF)	\$325.00
Conduit/Cable (> 1,500 LF or each fraction thereafter)	\$60.00

LF = linear feet

**NOTE: PERMIT FEES DOUBLED FOR WORK WITHIN ROADS THAT ARE UNDER MORATORIUM, BUT HAVE BEEN APPROVED FOR OPENING BY THE DIRECTOR OF PUBLIC WORKS. OPERATING WITHOUT A PERMIT WILL RESULT IN A \$1,000.00 FINE AND PERMIT FEES WILL BE DOUBLED.**

## **2. Guarantee Requirements**

Applicants or their contractors shall be required to post surety, in a form acceptable to County Counsel. The Surety shall include a performance guarantee that the roadway access and/or opening will be properly closed and that the roadway access and/or opening will be satisfactorily reconstructed. The Surety shall also include a maintenance guarantee, which shall ensure that the road as reconstructed will remain in good condition after the work has been accepted.

A performance guarantee will not be required if the Applicant has already posted a performance guarantee with the County as a condition of a site plan or subdivision approval. Proof of the posting shall be supplied with the application. Applicants who have posted an approved performance guarantee shall be required to post a maintenance guarantee in accordance with this Manual.

All bonds submitted shall meet the following minimum requirements:

- a. The bond must have an identifying number;
- b. The name and address of the principal must be listed on the bond and in case of a corporation or partnership, the state of incorporation or partnership must be noted;
- c. The name, address and phone number of the surety company must be listed on the bond and in addition the company must be authorized to issue bonds in the State of New Jersey pursuant to the New Jersey Department of Insurance;
- d. The amount of the bond must be in accordance with the bond fee schedule established for performance and or maintenance bonds in this Manual;
- e. The work to be performed must be clearly defined in the bond;
- f. The lot and block number, street address and County road opening permit application number must be listed on the bond;

- g. Determination of the acceptability of all the work covered by the bond shall be the sole discretion of the County;
- h. The term of expiration date of the bond must be clearly stated. Bonds must be automatically extended by bonding company until notified by the County;
- i. The manner in which a bond may be called in the event of non-performance must be specified in the bond;
- j. The bond shall be signed and attested to by the appropriate persons for the principal and the surety company together with the appropriate form of notarization;
- k. All checks and bonds and letters of credit shall be submitted to the County Public Works Director or the County Planning Department before site plan or subdivision approval and shall be made payable to the "County of Gloucester". All checks will be forwarded to the Treasurer of the County of Gloucester. Performance bonds will be forwarded to the County Counsel for review and approval and then returned to the County Public Works. Performance bonds will be held until the receipt of the certification of satisfactory completion issued by the County. Performance bonds shall not be released until satisfactory Maintenance Bonds have been posted.
- l. If it becomes necessary for the County to sue under a performance bond or maintenance bond or letter of credit because of unsatisfactory work and if the cost of corrective work exceeds the original bond value, the county reserves the right to recover the extra cost from the applicant.

### **3. Performance Surety Amounts**

Performance Surety amounts shall be as follows, but may be adjusted at the discretion of the County, and may be republished by the County from time to time.

**Table 5 – Performance Surety Amounts**

<b><u>Item Type</u></b>	<b><u>Performance Surety Amount</u></b>
Residential Access (private use apron)	\$6.50 per SF
Temporary Access	\$1,250.00
Structure relocation (minimum surety)	\$1,250.00
Curbs/Gutters/Jacking/Boring	\$12.50 per LF
Conduit/Cable Direct Burial	\$1.50 per LF
Openings/Occupancy (minimum bond)	\$250.00
Right of Way Openings	
Right of Way Opening (< 50 SF)	\$12.50 per SF
Right of Way Opening (50 SF to 99 SF)	\$9.50 per SF
Right of Way Opening (100 SF to 999 SF)	\$6.50 per SF
Right of Way Opening (1,000 SF to 4,999 SF)	\$4.50 per SF
Right of Way Opening (5,000 SF to 9,999SF)	\$3.00 per SF
Right of Way Opening (> 10,000 SF)	\$2.00 per SF
All commercial uses	Determined thru County LDRC review
SF = square feet	
LF = linear feet	
County LDRC = County Land Development Review Committee (Site Plan and/or Subdivision reviews)	

**4. Maintenance Bonds:**

The maintenance bond will serve to guarantee that the road as reconstructed will remain in good condition and free of defects after acceptance, as follows:

- a. Maintenance Bonds shall be for a minimum period of two years but not to exceed five years after the date of final acceptance for all work that requires a permit.
- b. No performance bond shall be released prior to the submission of a Maintenance Bond.
- c. The maintenance bond amount shall be 50 % of the performance bond amount.

**5. Certified Checks**

In lieu of bonds, a certified check in the full amount required to guarantee performance and maintenance may be provided. The amount of the surety may be reduced to 50 % for the maintenance surety period.

**6. Irrevocable Letters of Credit**

In lieu of bonds, an irrevocable letter of credit in the full amount required to guarantee performance and maintenance may be provided. The amount of the surety may be reduced by 50% for the maintenance surety period. Letters of credit must be submitted in substantially the same form as the sample which is available upon request from the County. Letters of Credit must be automatically extended continuously until notified by the County.

**7. Utility Companies**

A utility company may, in lieu of giving a separate bond for each project, annually in January of each year, may post a blanket performance/maintenance bond or corporate bond in the amount of \$5,000,000.00, or an amount otherwise determined by the County Engineer. However, when in the opinion of the County, the openings or trenches contemplated by an application exceed the amount of the bond posted, additional bonds/or cash security will be required.

## Section 7.0: Hold Harmless Clause

Upon receipt of the permit, the Permittee agrees that it shall defend and hold the County harmless from any and all claims of any nature arising out of the construction and roadway access or opening work covered by the permit, and the permittee also agrees that the County of Gloucester in issuing the permit assumes no connected liability. In the event of any suit or claim against the County due to the negligence or default of the Permittee, the County shall give written notice to the Permittee of such suit or claim. Any final judgement requiring the county to pay for such damage shall be conclusive upon the Permittee, and the Permittee shall be liable to repay the County for its costs in connection with the suit.

## Section 8.0: Insurance Requirements

### 1. Required Insurance Coverage

The Permittee and contractor hired by the Permittee shall provide insurance coverage of such types and in such amounts as will completely protect the Permittee, contractor, and the County, its elected officials, officers, agents, servants, employees and assigns against any and all risks of loss or liability arising out of any work under this permit. The insurance must be furnished by insurance companies authorized by the Commissioner of Insurance to do business in the State of New Jersey and must be approved by and acceptable to the County. The permittee shall furnish the county with Certificates of Insurance naming the County as an Additional Insured and providing further that: any liability insurance coverage shall be considered as primary and not as excess insurance, describing the types and amounts of insurance, identifying the coverage to the Permit by reference, and providing for the (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage.

The policies shall be effective prior to the commencement of the work and shall remain in full force until the certificate of satisfactory completion is issued by the County. If the permittee returns to the site to perform maintenance work during the maintenance period, a current certificate of insurance shall again be provided to the County at that time.

### 2. Minimum Coverages

The following are the minimum mandatory types and amounts of insurance coverage are to be carried:

- a. Workers Compensation-Statutory Limits
- b. Employer's Liability-Unlimited.
- c. General Liability in a comprehensive form with a minimum limit of \$1,000,000 Commissioners Standard Ordinary (CSO), including:
  1. Premises-operations;
  2. X.C.U.;
  3. Blanket contractual;
  4. Products-completed operations;
  5. Broad form property damage;
  6. Independent contractors and subcontractors;
  7. Personal injury
- d. Motor Vehicle Liability Insurance in a comprehensive form with a minimum of \$1,000,000 Combined Single Limit (CSL), including:
  - i. Owned automobiles
  - ii. Hired automobiles
  - iii. Non-owned automobiles
  - iv. Non-automobiles (roadway operated equipment, trucks, etc.)

### 3. Utility Companies

Utilities may submit blanket insurance certificates for themselves and/or their contractors, which shall be valid until the expiration of the listed coverage.

### 4. Contractors and Sub-Contractors

The Permittee shall provide proof that any contractors or subcontractors have in force during the term of this permit insurance equal to the required coverage, or shall ensure that the activities of any contractors or subcontractors are included under the Permittee's policy. If the contractor/subcontractor does not have adequate insurance, then the Permittee must agree to indemnify the County for all the contractor's actions.

### **5. Certificates**

Neither approval by the County nor failure to disapprove Certificates of Insurance furnished by the Permittee shall release them of full responsibility for all liability and casualty claims or losses. Insurance is required as a measure of protection and the Permittee's liability is not limited. The certificate shall be subject to the review and approval of the County. If at any time during the term of this permit or any extension thereof, any required policies of insurance should expire or be canceled, it will be the responsibility of the Permittee to furnish the County a Certificate of Insurance or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there shall be no lapse in any coverage.

### **6. Residential Driveways**

- a. The permittee shall provide to the county a copy of a current liability policy, insuring the premises in question where the driveway is being constructed; the policy shall be necessary if the work is to be performed by the Permittee/policyholder. The minimum limits of liability coverage must be \$1,000,000.00.
- b. If any of the work is to be performed by an outside contractor, the contractor must supply an insurance certificate meeting the requirements set forth in this Manual.

## Section 9.0: Traffic Control

### 1. General

The Permittee shall take appropriate measures to assure that during the performance of the excavation work both vehicular and pedestrian traffic as applicable, shall be maintained as nearly normal as practicable. The Permittee shall plan and carry out his work to provide for the safe and convenient passage of such traffic and to cause as little inconvenience as possible to the occupants of adjoining properties. The Permittee shall notify the owners of adjoining properties **at least 48 hours prior** to the time he proposes to begin any work which will interfere with their normal passage and shall provide the County with proof of such notice. If an opening requires a detour, then 7 days' prior notice is required. No County roadways or portions or a roadway are permitted to be opened, occupied or closed without the County's review and written approval, and as follows:

- a. Traffic Control Plan (TCP) – A TCP must reflect the specific conditions at the site and shall not be generic or consist solely of typical details. A TCP must be included with the construction documents for any project that requires a shoulder closure, a traffic lane shift or closure, or a roadway traffic closure with detour. Part IV of the Manual on Uniform Traffic Control Devices (latest edition) shall be used in preparing the TCP. The County at its discretion may impose additional requirements. The TCP must also be reviewed and determined to be acceptable by the local police department prior to the start of work. The TCP shall be prepared by a New Jersey licensed professional engineer and shall be submitted at the time of application.
- b. Projects Requiring a TCP – Projects involving the following activities (but not limited to only these activities) require an acceptable TCP before the County will issue a permit:
  - i. Road work including curb, sidewalks, and other roadway appurtenances that could disrupt traffic on a County road;
  - ii. Bridge work;
  - iii. Underground utility work;
  - iv. Above-ground utility work;
  - v. Tree trimming;
  - vi. Work on buildings adjacent to a County roadway including deliveries and installations that could disrupt parking or traffic; and
  - vii. Any other work for which the County determines a TCP is needed.
- c. Lane shifts and Roadway Closures/Detours – Lane shifts and/or road closures with detours involving a local road shall be coordinated and acceptable to the local police department generally a minimum of 48 hours in advance, except for emergencies (such as fires, traffic accidents and other police emergencies, hazardous chemical releases, derailing, main breaks, etc. but not including such things as construction, street fairs, parades, and similar activity) for which as much advance notice as practicable is required. A County permit must still be obtained as soon as possible. Detours involving the use of local or State Highways must be acceptable to the local municipality or NJDOT, respectively.
- d. In general, lane and road closures with detours are to be avoided and a detailed TCP must be provided in all such instances. Wherever possible, the alternative of using phased construction and lane shifts is encouraged. In addition to notifying the local police of road closures and detours

the permittee or his representative must notify rescue squads, the Board of Education, Municipal Administrator/Clerk, and public transportation at least five working days prior and the County Communication Center of Gloucester County (911) at least seven (7) working days before the closure and show proof of that notification.

- e. Once a lane is closed or roadway detoured, the permittee or his representative shall be responsible for the safe and conforming placement, maintenance, periodic inspection, and replacement of all installed traffic control devices conforming to the MUTCD and other applicable NJDOT standards as well as for their removal. All initially placed devices shall be in good repair, free of damage, clearly legible and reflective, and immediately replaced should they become damaged or missing.
- f. TCP submission and review requirements – The TCP must be acceptable to the local municipal police department. The presence of local police in a construction zone is required when a traffic control device (signal, stop sign, etc.) will be overridden. Policing requirements for such must be addressed by the TCP, and police presence does not negate the need for an acceptable TCP.

## **2. Openings**

The Permittee shall open no greater part of a roadway or pedestrian way than shall be reasonably necessary as determined by the County.

## **3. NJDOT Specifications**

The Permittee shall also follow the NJDOT Standard Specifications for Road and Bridge Construction (latest edition) and any amendments thereto, as well as specific directions from the County.

## **4. Protection of the Work Zone**

The Permittee shall take all necessary precautions for the protection of the work zone by effective barricades and obstructions, which shall be illuminated during hours of darkness. Barricades must have a 24-hour accessible phone number stenciled on the barrel or barricade. Specified warning signs shall be provided to properly control and direct traffic. The Permittee shall erect warning signs at a reasonable distance ahead of any place where operations may interfere with the use of the road by traffic. The use of flagmen is encouraged on all construction and may be deemed mandatory by the County. If one lane of traffic is to be closed, the use of 2 flagmen will be required. All flagmen must have OSHA approved personal protective equipment, including orange safety vests, and shall use STOP/SLOW paddles, and at least one person at the job site (i.e., traffic control coordinator) shall have been certified in proper traffic control procedures by NJDOT. Off-duty police officers shall be employed for traffic control where required by either the local Police Chief or by the County.

## **5. Interference with Emergency Facilities**

The excavation work shall be performed and conducted so as not to interfere with access to emergency facilities, (i.e. fire stations, police stations, hospitals, etc.) and fire hydrants. Materials and obstructions shall not be placed within 25 feet of fire hydrants or as directed by the Gloucester County Fire Marshall. Passageways leading to fire escapes, firefighting equipment and emergency access ways shall be kept free of obstructions.

## Section 10.0: Safety and Protection

It shall be the sole responsibility of the Permittee to conduct, install, and maintain all work permitted by the County in a manner that ensures the continuing safety and protection of the public.

### 1. General

All openings must be backfilled immediately and temporarily paved the same day as the opening is made. Additionally, all traffic markings (crosswalks, centerlines, berm lines, etc.) must be restored in-kind in a manner satisfactory to the County, and in accordance with the MUTCD. Final restoration must be performed within the time periods described in this Manual and the Permit.

Except while a permitted activity is underway, the storing of material and parking of equipment in County roadway rights-of-way or on property under the jurisdiction of the County is prohibited, unless otherwise specified in the permit.

### 2. Nighttime

If the nature of the work requires leaving an excavation unfinished overnight or for an extended period of time, the permittee shall notify the County at least 5 days in advance of construction cessation. Alternatively, in case of an emergency, the permittee shall notify the County by phone. Permittee shall place safety barriers with appropriate lighting around the unfinished excavation area and steel plates over the open excavation area. The barriers and lighting devices shall conform to the MUTCD and amendments; except that the permittee shall place his name and 24-hour emergency contact number on these barriers. He shall also notify the County and local municipality of the condition of the unfinished excavation and furnish his name and 24-hour emergency phone number.

### 3. Safe Crossings

The permittee shall construct and maintain an adequate number of and safe crossings over excavations and across highways under construction to accommodate vehicular and/or pedestrian crossings and access. The applicant shall submit plans, specifications, and calculation as required to the County with the application.

### 4. Utility Location and Mark-out

It shall be the responsibility of the permittee to secure information regarding buried utilities, by contacting the New Jersey One Call service (as required by law and indicated in this Manual) and to undertake such measures as may be required to ensure the safety and protection of underground utilities within the work area. These measures may include subsurface underground utility location services and techniques, such as, but not limited to, the use of utility locators, geophysics, magnetic locators, slow and careful trench excavation with hand digging, etc.

### 5. OSHA

Permittee and contractor shall comply with the OSHA trench sheeting regulations and all other OSHA regulations, and with any other applicable laws, in the performance of the work.

### 6. Traffic Control Devices Required

No construction activity may begin on any day until all traffic control devices are onsite and in place.

## Section 11: Excavations and Roadway Restoration

### 1. Design and Construction

Roadway design, construction, and restoration shall conform to the NJDOT Standard Specifications for Road and Bridge Construction (latest edition and amendments), the Gloucester County Specification Manual, this Manual, and all other referenced or relevant standards used by the industry. If any of these are in conflict with current state and federal requirements, the strictest standard shall typically apply. The County may require specific roadway improvements based upon a review of the Permittee's plans, specifications, and site conditions after considering the impact of the project on the County's roadway system and users.

The County may require an applicant to prepare and submit a pavement design based on traffic analysis and projections, subsurface conditions and subgrade strength, existing pavement testing and conditions, pavement deflection, and calculations to establish recommended pavement course thicknesses.

### 2. Schedule

If required by the County, an acceptable schedule of operations shall be submitted by the permittee at least 7 days prior to initiating roadway excavation and restoration work.

### 3. Utility Relocations

It is the responsibility of the contractor to accommodate the relocation of all above-ground and underground utilities prior to restoration.

### 4. Delays

In no case shall sidewalks or pavements be removed or broken unless subsequent activities needed to complete the work shall be able to proceed without delay.

### 5. Resident Notification

Contractors shall notify residents adjacent to a work zone in writing at least seven days before any work commences at a site and copy the Public Works Department with notification.

### 6. Construction Layout

- a. The permittee shall employ a New Jersey Professional Land Surveyor to provide services for all the work required in connection with the layout for the construction of Concrete Curbing, Storm Sewer Pipe, Drainage Structures and Highway Paving Grades and Lines.
- b. The Permittee's Professional Engineer and/or Professional Land Surveyor shall provide and maintain offset stakes. Each stake shall be identified and marked to show the offset distance from the Concrete Curb lines, Drainage Structures, etc. The Permittee's Engineer and/or Surveyor shall furnish grade sheets to the County Inspector a minimum of one week prior to construction of any curbing, showing the cut of fill to the finished curb line profile with reference to the offset stakes.
- c. The Permittee's Professional Engineer and/or Professional Land Surveyor shall bring to the attention of the County Inspector in writing any error or apparent discrepancies with the approved plans.
- d. The Permittee shall be responsible for the work conforming to the lines and grades called for on the approved plans, and the Permittee shall correct all errors and/or discrepancies caused

by the Permittee's Professional Engineer and/or Professional Land Surveyor at no cost to the County.

## 7. Concrete and HMA Mix and Materials Testing

The County may, at its discretion, request submission of the Portland Cement Concrete (PCC) mix for review before starting work and require the contractor retain a testing laboratory to perform slump tests, air entrainment percentage tests, and to take cylinder samples during pours and to provide 7- and 28-day compressive strength break test results. The County may request the submission of an HMA Job Mix Formula (JMF) by the contractor before starting work. The County may request that the contractor require the asphalt plant to provide quality control sample analyses during production and/or retain an independent lab to take and analyze samples and retain a material testing laboratory to obtain asphalt core samples for course thickness, air void analysis, and ride quality and/or the International Roughness Index (IRI). The County may request that the contractor use a Material Transfer Vehicle (MTV) while restoring long stretches of asphalt. The County may require that the contractor remove PCC and HMA materials that do not meet specifications or provide other corrective actions approved by the County. Materials testing shall be at the Permittee's/contractors expense.

## 8. Trenching Restoration

- a. **Seams** - Permits will not be issued for roadway openings that are less than twenty-four (24) inches in any direction from an existing roadway seam(s) or previous road opening. In such cases the opening must include or abut the existing roadway seam(s). Two openings within 15' or three openings within 25' must have continuous top resurfacing.
- b. **Excavations** - Trenches and other open excavations shall not be left open after working hours and shall be as small as possible and shall be back filled with clean granular soil free of organics and excessive fines in lifts not to exceed 6" in height. Compaction shall be done with vibratory tampers such as jumping jacks, hoe packs, Dynapacks or other equipment acceptable to the County. Jack hammers and vibratory plate compactors shall not be used. Puddling of backfill is strictly prohibited. Excess backfill shall be removed from the site. If there is a deficiency of backfill material, additional backfill shall be supplied by the Permittee. Whenever the County deems the backfill material unsatisfactory, the Permittee shall provide acceptable material for all backfill operations. The County may require the Permittee to have a certified soil testing laboratory test backfill, and a copy of the test results shall be furnished to the County to determine acceptability. If the certified laboratory test results do not achieve the County's compaction standard of 98%, the County may require re-excavation and compaction.
- c. **Pipe less than or equal to 8" diameter** - Pipes, trenches, and service connections that are 8" diameter or less crossing to the opposite side of the street shall be driven or bored under the paved portion of the roadway to avoid disturbing the pavement surface unless otherwise approved by the County ahead of construction.
- d. **Utility Detection Devices** - All pipe installations of plastic or non-ferrous materials must include a wire or detection device to assist with determining locations after installation.
- e. **Utility Warning Tape** - All pipe crossings of any kind must be marked by the appropriate colored warning tape placed 12" above the centerline of the pipe during backfilling. Existing warning tape that is destroyed or removed during excavation shall be replaced before backfilling.
- f. **Soil Compaction** - At the direction of the County, soil density tests of compacted backfill shall be taken by an independent laboratory engaged by the permittee. Certified copies of the

results shall be supplied to the County prior to pavement restoration. Maximum density is defined as the maximum dry weight density in pounds per cubic foot as determined by the ASHTO-T180 designation. Locations shall be as designated by the County.

- g. **Open Trench length** - The un-backfilled length of trench openings shall not exceed 50 feet at one time.
- h. **Utility Damage** - During excavation, if the Applicant discovers any damage to utilities or underground structures, the Applicant must notify the County and the Utility immediately. For larger utility main installations, Utility Companies must have a County inspector present for the compaction operation above their conduit or pipe facility.
- i. **Saw Cutting** - All saw cutting must be performed with a wet-saw. Immediately following saw-cutting all excess material shall be cleaned and removed from the adjoining surfaces.
- j. **Supervision** - The Permittee shall have a competent representative at the site while the work is being progressed to insure adherence to permit conditions.
- k. **Temporary Pavements** - The Permittee shall maintain temporary pavements with hot asphalt flush with the grades of the adjoining surfaces until final pavement restoration.
- l. **Existing Traffic Signals** - The Permittee shall maintain all existing traffic signal operations including image detectors etc., and any traffic signal equipment damaged shall be immediately restored to the original condition to the approval of the equipment owner and at the permittee's expense.
- m. **Manholes** - Manholes must be reset/reconstructed within the limit of any area of final roadway resurfacing such that all manholes are set to final grade and level with the final pavement surface elevation.
- n. **Incidental Damage** - Every precaution shall be taken to prevent the marring of and damage to structures and facilities such as curb, sidewalk, aprons, trees, lawns, mail boxes, etc. such as but not limited to the following:
  - i. Timber planks shall be used to support steel treaded equipment and timber blocks or planks shall be placed under all outriggers used to stabilize excavators or other mechanical equipment in the work area;
  - ii. Loose stones, broken concrete, sand dirt, debris, etc. shall be swept up daily from the work area; and
  - iii. Under no circumstances shall the mixing of mortar or concrete or storage of asphalt be permitted directly on unprotected surfaces in or adjacent to the work area.
- o. **Temporary Pavement** - Any portions of work areas not closed to traffic shall be brought to the existing grade each day with at least 6" of bituminous stabilized base mix (HMA 19M64), applied over a 6" of compacted sub-base of dense graded aggregate. The minimum width of trench restoration subbase and base course shall be 24". All lifts must be mechanically compacted or rolled the same day and continuously maintained until final restoration is performed. Hand compaction of temporary pavement is not acceptable. Temporary restoration must be smooth without ruts or bumps.
- p. **Temporary Pavement Maintenance** - Temporary pavement shall typically remain in place for a period of at least 4 weeks, unless additional time is deemed necessary by the County. In general, deeper excavations shall require longer periods of time for soil consolidation. The

permittee is responsible for maintaining the temporary pavement in passable condition and shall apply additional courses of skin patches as required, indicated in this Manual or required by the County. Cold patch will not be permitted as a temporary pavement course or patch. When temporary maintenance is required, at a minimum, surfaces must be clean and dry, tack coat (about 0.15 gallons per square yard) applied to all surfaces, and a hot box machine with HMA at 250 degrees F shall be used for temporary repairs to trenches.

- q. **Final Pavement** - Immediately prior to applying the surface course, the permittee shall mill out the temporary pavement above the trench to sufficient widths on both sides of the trench to assure straight and uniform surface restoration limits. The mill course shall at a minimum consist of the width of the trench or 24", whichever is greater, at the road surface plus one foot on each side of the trench. (See also final roadway pavement restoration above pipe trenches.)

## 9. HMA Roadway Pavement Restoration

- a. Pavement restoration shall conform to the NJDOT Specifications for Road and Bridge Construction (latest edition).
- b. Prior to any final restoration of roadway surfaces, the contractor shall schedule a final restoration meeting in the field to review and the requirements and mark-out the limits.
- c. The minimum milling depth shall typically be 2 inches unless otherwise directed by the County.
- d. A uniform cross slope shall be maintained from the roadway centerline, normally 2% and generally within the range of 2% to 4%.
- e. The Permittee shall apply a uniform tack coat (generally an anionic rapid-set emulsified RS-1 tack) applied at a temperature of 125-185 degrees F at an application rate of 0.05 to 0.15 gallons per square yard and immediately prior to the surface course. Tack coats shall be applied on existing cold asphalt surfaces that have been swept clean and are dry. Allow a minimum of 24 hours following any precipitation. Only apply tack coat that can be paved over in one day. Uncoated or lightly coated areas must be corrected. Areas showing an excess of tack coat must be blotted with sand or other similar material. Blotting material shall be removed before paving. The material is not to be streaked or ribboned.
- f. For curbs, gutters, manholes, and other similar utility structures (including cold joints) tack coat shall not be applied. Clean the exposed vertical surfaces of these structures and apply a uniform coating (about 1/8" thick) of polymerized joint adhesive to contact surfaces before surface course paving.
- g. Before paving, allow tack coat to cure to a condition that is tacky to the touch.
- h. A thin sand release layer may be applied beneath a temporary bituminous stabilized base course that is to be milled out, so that the course may be replaced with final pavement, or other method subject to prior approval by the County.
- i. Roadways with a concrete base shall be restored using a combination of concrete and asphalt as approved by the County. The time limitations prescribed in this manual also apply to this condition. (See additional provisions in this Manual.)
- j. Pavement restoration width standards are as follows unless otherwise directed by the County:

- i. Joints – At a minimum, trench restoration must generally extend to the nearest joint in the asphalt road surface.
- ii. Paved Shoulders– Standard full width trench restoration plus 10 ft. on each side of the trench.
- iii. One Travel Lane or Deceleration Lane – Surface restoration shall extend for one-half of the road width for a two-lane road and a full lane width for a multi-lane road.
- iv. Centerline or Exceptionally Deep Trench Openings – Surface restoration shall extend across the full width (curb to curb or Edge of Pavement (EOP) to EOP) of the paved road.
- v. Diagonal – Restoration of trenches diagonally crossing the centerline of a roadway shall be full road width (curb to curb or EOP to EOP) and shall extend perpendicular to the curb line for a minimum of 10' beyond the diagonal trench.
- vi. Sealing– all pavement restoration areas must be sealed along the edges.

- k. All final edges of pavement (or trench) restoration shall be straight, uniform cuts with no keys or edge realignments and sealed along the length of all edges. The County may require a diamond restoration pattern for cross trenches and intersection crossings depending upon the amount of traffic on the road and the depth of the trench. The Permittee is responsible for the full restoration of the roadway surface including restriping and installing raised pavement markers.

- l. In general, HMA full pavement box restoration shall consist of the following unless otherwise directed by the County:
  - i. Compacted subgrade
  - ii. 6" compacted thickness of Dense Graded Aggregate (DGA)
  - iii. 4" compacted thickness of HMA base course 19M64
  - iv. Tack coat of anionic rapid-set Asphalt Emulsion RS-1
  - v. 2" compacted asphalt HMA surface course 12.5H64

- m. In general, HMA mill and overlay pavement restoration shall consist of the following unless otherwise directed by the County:
  - i. Tack coat of anionic rapid-set Asphalt Emulsion RS-1
  - ii. 2" compacted asphalt HMA surface course 12.5H64

- n. In general, final HMA pavement restoration above pipes shall consist of the following unless otherwise directed by the County:
  - i. Compacted subgrade/acceptable backfill with pipe haunch to the centerline of pipe
  - ii. Controlled low strength material aka flowable fill (NJDOT 919.22) or 15:1 Dry Grout
  - iii. 6" compacted thickness of Dense Graded Aggregate (DGA)
  - iv. 4" compacted thickness of HMA base course 19M64
  - v. Tack coat of anionic rapid-set Asphalt Emulsion RS-1
  - vi. 2" compacted asphalt HMA surface course 12.5H64

- o. Allow HMA pavement to cool to a surface temperature less than 140 degrees F before opening to construction/paving equipment and traffic.
- p. Ensure that RPMs and rumble strips are installed within 14 days of opening to traffic.

- q. Completion - Upon the completion of work, the permittee shall notify the County in writing that the work has been completed and all permit requirements met and is ready for a final inspection by the County. The County will inspect the site within 30 days.  
The permittee shall not use the County roadway access until the County has issued a written construction acceptance unless approval to use the access is granted prior to the completion of construction.
- r. Core Samples - The County may require that random core samples be taken from the surface course, if there appears to be a question regarding either the quality of the asphalt or the thickness. Arrangements for the core samples is the responsibility of the permittee/contractor and shall be taken and tested by a certified asphalt testing laboratory. All costs associated with this testing will be borne by the permittee. If these samples reveal the use of improper material or insufficient thickness, the permittee shall be required to remove, replace, add or take other actions to satisfactorily complete the restoration work as directed by the County.
- s. Certificate of Completion - Once the work is completed in a satisfactory manner, the County will issue a certificate of satisfactory completion to the permittee, copying the County Treasurer and County Counsel. The permittee shall then submit the maintenance guarantee to the County Public Works Department for review and submission to the County Counsel. The Performance Guarantee/Security will be returned by the County Treasurer or Counsel upon receipt of a satisfactory Maintenance Guarantee. Permits become valid once all work is completed and accepted by the County, and the County has received and accepted the Maintenance Guarantee.
- t. Failure to Complete - If permittee fails to satisfactorily complete the work or fails to meet the work zone safety measures/TSP in a timely manner, the County or a County contractor may complete the work and the permittee shall be obligated to pay the County for all labor, materials, and equipment as follows:
  - i. For labor, permittee shall pay at the current prevailing wage rate as determined for Gloucester County by the New Jersey Department of Labor or the County's current rate. Payment shall be made on a per hour basis for all time expended by each County employee in completing the work. Payment shall be required for a minimum of 4 hours for each occasion County employees are needed to complete work unfinished by the permittee.
  - ii. For materials, permittee shall pay for all materials used by the County, based upon the County's annual bid prices or actual costs.
  - iii. For equipment, permittee shall pay for usage on a per hour basis based upon the fee schedule listed in the current edition of the publication "Rental Rates Compilation – Construction Equipment" published by Associated Equipment Distributors.
  - iv. Failure to complete the work in a timely and satisfactory manner shall be deemed to constitute a violation of this Manual and adoption resolution.
- u. Damage/Removal of Traffic Control Devices - All traffic striping damaged during construction shall be restored with temporary striping that same day. Final traffic striping and symbol restoration shall consist of Long-Life materials, as described in the NJDOT Standard Specification for Road and Bridge Construction (latest edition) or County Specification Manual. All traffic control signs removed for construction activities shall be reinstalled that same day. All raised pavement markers effected by construction activities shall be replaced with new units of the same design.

v. **Landscaping Restoration** - All landscaping damaged during construction shall be restored in kind to the size existing prior to construction. Lawn areas shall be restored with four (4) inches of loamy topsoil and two (2) applications of hydroseeding. If conditions preceding construction warrant, the County may require sod restoration.

## 10. Concrete Roadways

Final restoration shall include the concrete base replaced in kind. In no case shall flowable fill or dry grout be acceptable in place of restoring the concrete roadway base within the travel lanes. Temporary and final trench restoration details apply to concrete road restoration. Pavement restoration shall consist of the following:

- a. The minimum concrete trench width is forty-two (42) inches to allow concrete to be adequately drilled for dowels.
- b. Longitudinal trench restoration shall be full concrete slab replacement to the nearest longitudinal and transverse joint.
- c. Transverse trench restoration shall be full width concrete slab replacement between existing longitudinal joints and partial length concrete slab along transverse joints provided there is a minimum of five feet (5') of remaining concrete slab that can be doweled into.
- d. Diagonal trench restoration shall be full concrete slab replacement to the nearest longitudinal and transverse joint.
- e. Concrete reinforcement shall meet NJDOT standard detail requirements, except that a minimum of  $\frac{3}{4}$ " rebar may be doweled along the longitudinal edges of slabs and a minimum of 1" rebar may be doweled along the transverse edges of slabs.
- f. Contractor shall use Class 'B' concrete with 28-day strength of 4500 PSI and 6% +/-1.5% air entrainment. Alternate mix designs from an approved NJDOT concrete supplier may be submitted to Gloucester County Engineering Department for review and approval prior to installation.
- g. Gloucester County may require the contractor to take concrete cores to demonstrate conformance to NJDOT specifications.

## 11. Composite Roadways (HMA over Concrete)

Temporary and Final Trench Restoration Details apply to composite roadway restoration. Pavement restoration shall consist of the following, including the other HMA pavement requirements as provided in this Manual:

- a. The minimum trench width in the concrete base is forty-two (42) inches to allow concrete to be adequately drilled for dowels.
- b. Concrete reinforcement shall meet NJDOT standard detail requirements, except that a minimum of  $\frac{3}{4}$ " rebar may be doweled along the longitudinal edge of slab and a minimum of 1" rebar may be doweled along the transverse edge of slab.
- c. Contractor shall use Class 'B' concrete with 28-day strength of 4,500 PSI and 6% +/-1.5% air entrainment. Alternate mix designs from an approved NJDOT concrete supplier may be submitted to Gloucester County Engineering Department for review and approval prior to installation.
- d. For composite roadways, contractor may plate concrete base during concrete curing period and open roadway to vehicular traffic.

- e. For composite roadways with a longitudinal trench in a lane, the roadway surface restoration shall be the full lane width of the disturbed travel lane. The trench restoration must extend to the nearest joint in the asphalt road surface.
- f. For composite roadways with a longitudinal trench in the center line of the roadway, the roadway surface restoration shall be the full road width, curb to curb or edge of pavement to edge of pavement unless otherwise stated in the permit.
- g. For composite roadways with a restoration trench that diagonally crosses the center of the roadway, the roadway surface restoration shall be the full road width, curb to curb (or edge of pavement to edge of pavement) and shall extend perpendicular to the curb line (or edge line) for a minimum often (10) feet beyond the diagonal trench.
- h. Surface HMA pavement over concrete shall be constructed as required by this Manual and as referenced in the NJDOT and County Specifications. Depending upon the extent of the trench restoration and concrete pavement conditions, the County may at its discretion require further evaluations and modifications to the existing concrete pavement prior to allowing an HMA overlay.
- i. For composite roadways, all final asphalt restoration areas must be sealed along all edges.

## **12. Driveways**

Driveways shall be located to avoid undue interference with or restrict the free movement of normal road traffic and so that they will not create areas of traffic congestion. Driveways shall be constructed where roadway alignment and grade are favorable, i.e., where there are no sharp curves, steep grades, and sight distance from the driveway access is adequate for safe traffic operations. See Chapter 3.H and Figures K-R in the Gloucester County Specification Manual for guidance. Driveways shall generally be as follows:

- a. Aprons shall be constructed in accordance with the details provided in the Gloucester County Specification Manual. Driveway elevation at the shoulder shall be provided by the permittee's engineer in the Application. A proper turnaround driveway detail shall be shown in the Application's submitted drawings in conformance with the County Specification Manual.
- b. Existing driveways intersecting the County ROW shall not be modified without first obtaining a County road opening permit, and no new driveways shall be constructed without a road opening permit.
- c. All driveways damaged during construction shall be restored with the same material and to the same size as prior to construction.
- d. Driveways shall be at right angles to the curb line or edge of pavement and generally in accordance with the County Specification Manual.
- e. Permittees must notify residents adjacent to work zones in writing before any work commences at the site with a copy of all notifications provided to the County before construction begins.
- f. The minimum residential driveway width shall be installed in accordance with the guidelines outlined in Table 2 of the Gloucester County Specification Manual.
- g. Driveway profiles shall generally be as described in the County Specification Manual with minimal uphill or downhill slopes closest to the curb line.

- h. Minimum residential driveway radius shall be designed in accordance with the guidelines outlined in Table 2 of the Gloucester County Specification Manual.
- i. Single family lots are permitted only one driveway and the driveway shall have a turn-around area.
- j. Driveways shall not be located within intersections, rotaries, or interchanges. Placement shall be in accordance with Chapter 3.H of the Gloucester County Specification Manual and shall not interfere with the placement of traffic control devices or affect traffic operations.
- k. Where road cross drains and/or drainage ditches exist, the driveway access shall account for all requirements as outlined in the Gloucester County Specification Manual.
- l. The County shall not become owner or bear any part of the expense for installation or maintenance of a driveway, swale, or cross drain associated with a driveway. The driveway shall be maintained in such a manner to prevent: the discharge of water onto the county roadway, the erosion of soil from the driveway and lot, and the interference/obstruction of drainage along the County ROW.
- m. Driveways on lots fronting both a County road and a municipal street shall be from the municipal street.
- n. Driveways on lots fronting two County roadways shall be from the roadway with the lower classification.
- o. Temporary driveway permits shall expire one year from the date of execution. The temporary driveway shall be removed prior to the expiration of the permit, which shall establish the date for removal. The permit shall also address the restoration of the County ROW. There shall be no more than one temporary driveway per lot.

### **13. Curb and Gutter**

Curb and gutter shall be designed and installed in accordance with the Gloucester County Specification Manual Chapter 3.F. Top of Curb and gutter elevations shall be determined by the permittee's engineer or surveyor and shown on the Application plans for review and approval by the County. Curb and gutter shall generally be as follows:

- a. Positive gutter flow shall be maintained at the curb line with a minimum grade of 0.5%. Gutter grades less than 0.3% are not permitted.
- b. Curb and gutter sizing and material shall be in accordance with the Gloucester County Specification Manual. See Figures H & I.
- c. Transverse joints  $\frac{1}{2}$ " wide shall be installed 20' apart and filled with pre-formed bituminous fiber filler conforming to Type III ASHTO Specification M-213 and recessed  $\frac{1}{4}$ " from the face and top of the curb.

### **14. Sidewalk and ADA Ramps**

Sidewalks and/or ramps shall be replaced when existing sidewalks or ramps are damaged or disturbed within the County ROW. Sidewalk shall be designed and installed in accordance with the Gloucester County Specification Manual Chapter 3.P. Ramps shall be designed and installed in accordance with current ADA standards. Elevations shall be determined by the permittee's engineer or surveyor and shown on the Application plans for review and approval by the County. Applicants shall provide all ramp details including NJDOT ramp type and a brick red detectable warning surface.

## **Section 12.0: Construction Inspection**

### **1. Inspection**

- a. For all roadway openings, the County shall provide an inspector to the work. The County may require the permittee to hire pre-qualified consultant inspectors at the owner's expense, if staff is not available or a specialized inspection service (e.g. materials testing, geotechnical, etc.) is needed.**
- b. The inspector may visit each site daily to ensure adherence to the Permit documents, TCP, this County Manual, the Specification Manual and NJDOT specifications.**

## Section 13.0: Utility Access and Opening Permits

### 1. General

This Section of the Manual provides for the location, design, and methods of installing, maintaining, and relocating utilities within County roadway right-of-way. This Section is intended to preserve the integrity and visual quality of County roadways; to ensure roadway maintenance and efficiency; to ensure the present and future safety of highway traffic; to promote cooperation among multiple users of the County's right-of-way; and to ensure that the work for all utility installations, regardless of the method used, provide proper controls, compliance with specifications, and use trained personnel to achieve safe and dependable utility installations. This Section will not be applied retroactively to existing utility facilities until they are adjusted, replaced, or relocated.

- a. Utilities shall be designed and installed in accordance with the Gloucester County Specification Manual Chapter 3.U.
- b. All public utilities approved for roadway opening permits are subject to the requirements of this Section. Public utilities generally include, but are not limited to, electric, telecommunication, sewer, water, gas facilities, and cable television services, including transmission facilities.
- c. In accordance with NJSA Title 27, private facilities are not permitted within the public right of way.
- d. Where laws or orders of public authorities, industry, government codes, or authorities prescribe a higher degree of protection than provided by this Section, then the higher degree of protection shall prevail. Utility design and construction are subject to minimum safety standards and construction requirements prescribed by national or industry standard codes. In the absence of applicable national, State, or local regulatory agency standard codes, the industry standard code shall apply.
- e. The relevant and applicable Utility Accommodation requirements for State Highways in NJAC 16:25 et seq. shall apply to the County's roadways, including the standards in this Manual, the County Specification Manual, and the relevant and applicable additional governmental and industry standards and codes, which are incorporated herein by reference.
- f. Any new construction/installation, major maintenance, or relocation work by utilities and cable television companies on right-of-way or property under the jurisdiction of the County requires a roadway opening permit. All other permits obtained by the utility or cable television company for utility facility installation and related work, whether from the County or other parties, shall be supplied to the County prior to issuance of an opening permit.
- g. Emergency removal of trees or tree branches that have fallen on a utility facility or equipment resulting in a safety risk to the public shall follow the Emergency provisions in this Manual. Removal of trees or shrubbery acting as a buffer for the adjacent property is not permitted without the County's approval. However, if removal of vegetation is necessary, replacement trees and shrubs shall be provided by the utility as required by the County.
- h. The permittee shall construct manholes or hand holes so that the longest dimension is parallel to the roadway and not within the roadway. This does not apply to railroad grade crossings.

- i. Except for railroad grade crossings, utility facilities shall not be located longitudinally in the travel lane or in the shoulder unless otherwise approved by the County. For longitudinal installations, utility locations parallel to the pavement at or adjacent to the right-of-way line are required to minimize interference with roadway drainage, the structural integrity of the traveled way, shoulders, and embankment; the safe operation of the roadway, and to minimize utility maintenance impacts to the roadway. At a minimum, their lateral location shall be offset a suitable distance beyond the slope, ditch, or curb line, as stipulated by the permit.
- j. Encasement with flowable fill or dry grout in accordance with the County Specification Manual is required for all utility facility crossings directly under County roadways.
- k. Longitudinal installation of overhead lines in County roadway rights-of-way shall generally comply with the provisions of N.J.A.C. 16:25. No pole shall be closer than 10 feet to any other pole except as otherwise identified by the permit. The permittee shall complete pole replacements within 90 days of installation of a new pole, including removal of the pole being replaced and any other extraneous replaced facilities and cables.
- l. Vent standpipes shall be located and constructed so as not to interfere with the maintenance of the highway or be concealed by vegetation. Vents should stand as close as possible to the right-of-way line and should not affect pedestrian traffic.
- m. Drains from pipelines or casings shall not discharge into the County's drainage system including roadside ditches or natural watercourses.
- n. Readily identifiable and suitable markers shall be placed on the right-of-way line where it is crossed by pipelines carrying transmittants that are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker. Markers are also required for longitudinal pipeline installations and shall be spaced at a distance which allows visibility between adjacent markers.
- o. Manholes shall be designed and located in such a manner that will cause the least interference to other utilities and future highway expansion. New manholes shall not be located in the pavement of roadways unless otherwise approved by the County.
- p. Shut-off valves, preferably automatic, shall be installed in lines at or near the ends of structures and near hazards, unless hazardous segments can be isolated by other sectionalizing devices within a reasonable distance.
- q. Crossings shall be located as near perpendicular to the roadway alignment as practicable.
- r. Conditions unsuitable or undesirable for underground crossings of a roadway shall be avoided. These include, but are not limited to:
  - i. In deep cuts;
  - ii. Near footings of bridges and retaining walls;
  - iii. Across intersections at grade or ramp terminals;
  - iv. At cross drains and culverts;
  - v. In wet or rocky terrain where it would be difficult to attain minimum bury depth; and
  - vi. Within limits of Mechanically Stabilized Earth (MSE) walls.
- s. The minimum bury depth for underground utilities shall be 36 inches.

- t. Where minimum bury depth cannot be achieved due to the presence of other utilities, drainage structures, water table, or similar constraints, the electric power and communication line shall be rerouted or otherwise protected in a suitable manner that is in accordance with industry and utility company standards and approved by the County.
- u. The following requirements apply to utility opening for longitudinal installation of an underground fiber optic (FOC) duct bank:
  - i. The utility shall bundle ducts to form one compact facility. The County may allow a fiber optic utility duct bank to consist of more than four inner ducts, in the case of a multi-duct system, or more than four individual ducts, in the case of a single-duct system. The duct bank shall not occupy over 12 inches in width or 24 inches in depth.
  - ii. The minimum depth of cover of the duct bank shall be 54 inches. If there is a conflict with an intersecting utility facility at this depth, the utility shall install the fiber optic duct bank under the other utility. If the other utility extends deeper than 24 inches below the fiber optic duct bank, the fiber optic duct bank may be located above the other utility and shall be protected with concrete encasement as approved by the County, but at no location will the encasement be within 24 inches of the surface of the ground. There shall be a protective layer over the fiber of the duct bank which covers to within 30 inches of the surface with either permeable flowable fill (controlled low strength material or CLSM). (Orange pigmentation is encouraged), Or, by a cap of poured or pre-cast concrete that is four inches thick and 24 inches wide directly above the fiber optic duct bank. Appropriately colored continuous plastic utility ribbon shall be placed 12" above the duct bank.
- v. Attachment of utilities to bridge structures shall be avoided. For bridge replacement projects, the County will take into consideration utilities currently attached to the bridge in the evaluation and selection of bridge types. Each approved attachment will be evaluated on an individual basis and approval will not establish a precedent for granting future approvals. Acceptable utility installations are those that will occupy a position beneath the structure's floor, between the outer girders or beams, or within a cell and at an elevation above the low point of the super-structure.
  - i. The County prohibits placement of gas, water, sewer mains, or other hazardous utility facilities inside box beams or other enclosed structural elements. Due to homeland security and safety concerns, the County may prohibit placement of electric and communication lines on certain bridge types. No utilities shall be placed in the deck, sidewalk, or parapet of a bridge except as approved by the County. No utility shall be placed outside the parapet where it may be walked on.
  - ii. Conglomeration of utilities in the same bay should be avoided in order to facilitate inspection and painting of the structure. Pipes installed through abutment backwalls shall be placed in steel sleeves, coated with a corrosion inhibiting material, and set in non-shrink grout with the opening between the pipe and the sleeve sealed to prevent leakage through the backwall. One or more additional sleeves (spares) may be required.
  - iii. Unless appropriate devices are provided at bridge deck joints to accommodate movement, bridge-mounted utilities shall not be rigidly attached to the structure. Pipes carrying liquids under pressure shall be sleeved within 10 feet of abutments, walls, and piers.

- iv. Connections for utility supports to pre-stressed concrete beams shall be made to inserts cast in the beams. Drilling into pre-stressed concrete beams shall not be permitted. Utility facilities shall not be supported by a system which requires inserts in the concrete deck slab.
- v. Galvanized structural steel shall be utilized for supports where structural elements cannot be utilized to carry loads. Welding to structural steel beams shall not be permitted. Ducts shall be provided for electrical and communication cables.
- vi. Because a casing may not be provided for a pipeline attachment to a bridge, additional protective measures shall be taken, including employing a higher factor of safety in the design, construction, and testing of the pipeline. Where a pipeline attachment to a bridge is in a casing, the casing shall be effectively opened or vented at each end to prevent possible buildup of pressure and to detect leakage of gases or fluids. For pipelines under pressure, shut-off valves, preferably automatic, shall be provided on both sides of a bridge.
- vii. Bridge attached communication and electric power line (when approved) attachments shall be suitably insulated, grounded, and carried in protective conduit or pipe from the point of exit from the ground to re-entry. The conduit shall be carried to a manhole located beyond the backwall of the structure. Carrier pipe and casing shall be suitably insulated from electric power line attachments.
- viii. Guy wires supporting any utility facility shall not be attached to a bridge structure. Cell phone or other type antennas shall not be mounted from or on any bridge or sign supported structure.
- w. Additional applicable specifications and requirements for specific types of utility accommodation and permitting are contained in the NJDOT's regulations at NJAC 16:25 et seq. (latest edition) for: Pipelines (Subchapter 8), Underground Electric Power and Communication Lines (Subchapter 9), Overhead Power and Communication Lines (Subchapter 10), Installation of Highway Structures (Subchapter 11), Utility Facilities Occupying Limited Access Highway (Subchapter 12), and Waivers (Subchapter 13). Addressed are requirements and standards for: installation, location and alignment, bury, trenched construction and backfill, trenchless construction, casing requirements, appurtenances, utility tunnels, utility adjustments, etc., which along with the other NJDOT standards details for construction, are not repeated, but shall be followed wherever relevant and applicable.

## **2. Private Utilities**

In accordance with NJSA Title 27, private facilities are not permitted within the public right of way.

## **3. Roadway Lighting**

Requests by electric utilities or municipalities to install or revamp roadway lighting systems that affect roadways under the County's jurisdiction, shall be treated as special cases and shall require roadway opening permits. Each request shall be submitted to the County for review and recommendations as to acceptability of design, adequacy of lighting, and safety factors, in addition to the review and processing for permit approval as an above-ground utility installation.

## **4. Location of Utility Facilities Crossing Railroad ROW**

Requests for permits across railroad right-of-way will be treated as special cases. The review, approval, and issuance of any such permits or agreements for the accommodation of such facilities

will be based on the merits of the requests, its necessity, and location. All installation of underground facilities shall be trenchless unless otherwise approved by the County and the railroad. When applicable, additional agreements or conditions may be required from the appropriate party that has operating rights over the railroad right-of-way or is responsible for the maintenance of such right-of-way.

All railroad right-of-way crossings must be previously approved by the railroad owner prior to application to the County.

Additionally, the NJDOT has plenary power over all public railroad crossings in the State of New Jersey, in accordance with N.J.S.A. 48:12-49 et seq.

## **5. Design**

For new installations or adjustments of existing utility lines, provision shall be made for known or planned expansion of the utility facilities, particularly those located underground or attached to bridges. The utility lines shall be planned so as to minimize hazards and avoid interference with highway traffic.

All utility installations on, over, or under County roadway rights-of-way and attachments to roadway structures shall be of durable materials designed for long service life expectancy and relatively free from routine servicing and maintenance. All materials shall meet or exceed the applicable current industry standards.

Above ground utility facilities shall be of a design compatible with the visual quality of the specific roadway section being traversed.

Utility facilities within pavement areas of County roadways shall be constructed and maintained to withstand traffic loading. All utility facilities within the border area shall at a minimum be designed, constructed, and maintained to withstand County maintenance vehicular loads as well as disabled, emergency, and construction vehicle loads.

## **6. Location**

The location of utility facilities shall permit the servicing of the facilities with minimum interference to highway traffic and avoid the need to relocate the facilities to accommodate planned roadway improvements. Longitudinal installations shall be located on uniform alignment as near as practicable to the right-of-way line to provide a safe environment for traffic operation and preserve space for future highway improvements or other utility installations.

## **7. Construction and Maintenance**

The utility shall restore all portions of the work area to accommodate traffic and pedestrians at the end of the work day. The pavement surface shall be restored to a smooth and sound condition which shall meet or exceed the conditions prior to construction. The surface shall be maintained in this type of condition on a 24-hour, seven days a week basis during the duration of the work until County acceptance. If settlement or erosion occurs, the utility shall restore the area within a period of time approved by the County. The utility shall provide the County with a list of emergency contacts should the County need to contact the utility to arrange for maintenance.

The utility shall be responsible for maintaining the uninterrupted flow of traffic at all times, unless otherwise specified in the permit or incorporated as part of the traffic control documents for a County construction project.

Utility facilities shall be kept in a state of good repair both structurally and aesthetically at all times.

## Section 14.0: Oversized Load Permits

### 1. Permits

The following shall apply to permits for the use of County roadways to transport oversized loads, except as otherwise directed by the County.

- a. Provide a plan of the proposed route for depicting all minor and major bridges to be crossed.
- b. Provide load calculations signed and sealed by a structural engineer if crossing a County major bridge that does not have a load rating calculation.
- c. Provide spanner over any minor bridges (culverts) being crossed.
- d. Drive the route with a representative from the County to review road conditions in the field.
- e. Provide the location and height of tree canopies and overhead utilities.
- f. Determine day of week and time of transport. Transports are generally scheduled and approved for Sunday morning hours to minimize impact on business and residents.
- g. Apply and pay for a County permit.
- h. Provide a police escort to ensure safe passage. An escort is required in front and behind transport vehicle.
- i. Provide a road closure plan, if necessary. At no time should the transport or spanner be left without police escort.
- j. Provide documentation that all local police departments on the travel route have been notified, and local police will be on hand during transport to block side streets, direct local traffic, etc. to ensure public safety.
- k. If necessary, provide escort from all utility companies to elevate wires with bucket trucks. No employees from transport Company are permitted to lift utility wires. Each utility company shall review the transport route with pole trucks set at the top of the load height.
- l. Provide a final map and transport information to County Communications at least 14 days prior to the oversized transport event.

## Section 15.0: Telecommunication and Cable TV Permits

### 1. Permits

For any improvements within the County ROW, a telecommunications or Cable TV facility shall provide the following unless otherwise directed by the County:

- a. Signed approval from the municipal governing body or planning/zoning board.
- b. A visual representation of the type of equipment and facilities (poles, conduit, cables, equipment, structures, antennae, etc.) to be installed aerially on utility poles, at the ground surface, or underground within the ROW.
- c. Design/construction plans and details based on survey information showing the locations of all facilities to be installed.
- d. A plan showing the proposed distance and heights between the facilities and the edge of pavement and/or curbs and the ROW.
- e. All above ground obstructions or structures shall be installed outside of the clear zone. Where this is not possible due to physical restrictions, the applicant shall provide a guide rail warrant analysis.

## Section 16.0: Miscellaneous Roadway Opening Permits

### 1. General

The County may allow County roads for temporary use as parade routes, coin drops, banners, oversized loads (i.e., moving a building) etc. In order to occupy and close a road or temporary use for a local event, the Applicant must file the appropriate permit Application for approval by the County. Permit Applications shall be submitted a minimum of 21 days prior to an event. The Application will be approved or denied and the Applicant notified generally within seven days.

To receive a roadway opening and closure permit, an applicant must provide at a minimum the following:

- a. The completed and signed appropriate County Road Event Agreement or Charitable Solicitation Application - available online or at the County Public Works office;
- b. An Indemnification Agreement - available online or at the County Public Works office;
- c. A copy of the Insurance certificate for the event naming the County as insured; and
- d. Proof that the Applicant has engaged and arranged for local police department traffic control.
- e. A TCP will be required by the County for review by both the County and local police department addressing the necessary traffic control measures and devices along the route and any detours, unless a TCP is waived by the County.

The Applicant must also comply with all other relevant and the appropriate provisions contained in this Manual, the permit, and all relevant codes and references.

## Section 17.0: Violations and Penalties

### 1. General

The penalties prescribed for each violation of this Manual and permit, or any section, shall be the maximum penalties established by the Optional County Charter Law, N.J.S.A. 40:41A-101(b)(7), and any subsequent amendments thereto, plus costs. Each day and action shall be considered a separate offense. Continued violations or failure to correct noted violations will result in the County seeking a court order for injunctive relief and or to debar the violator from receiving future permits.

### 2. Stop Notice

A written stop notice may be issued by the County for failure to procure a permit, failure to comply with the terms of an issued permit, or a violation of any of the provisions of this Manual. Failure to stop work after issuance of a stop order will subject the permittee to arrest, prosecution, and the other penalties enumerated in the Manual.

## **Section 19.0: Saving Clauses**

### **1. Challenges**

Should any section, clause, sentence, phrase or provision of this Manual and Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Manual and Resolution.

### **2. Prior Resolutions**

Resolution No. R-36M-82 dated July 5, 2000 and all subsequent amendments thereto and any other applicable prior resolution and/or parts of resolutions inconsistent with this Manual or Resolution be and the same are hereby repealed to the extent of such inconsistencies.

## **Section 20.0: Effective Date:**

This Resolution shall take effect after passage by the Gloucester County Board of Commissioners and approval by the County Administrator and as according to law.

Revised 11/2025

FQ

**RESOLUTION AUTHORIZING A PROPRIETARY CONTRACT WITH TRI-M  
GROUP, LLC FROM JANUARY 1, 2026 TO DECEMBER 31, 2026 IN AN AMOUNT  
NOT TO EXCEED \$250,000.00**

**WHEREAS**, there exists a need for the County to contract for on-call maintenance and repair of existing Andover HVAC control systems at the Justice Complex, Old Court House, Administration Building, Health Department, Government Services Building, Budd Boulevard and Social Services Buildings; and to upgrade obsolete controllers in buildings based on greatest need; and

**WHEREAS**, this contract may be awarded without public advertisement for bids pursuant to N.J.S.A. 40A:11-5(1) (dd), as upgrades to building automation systems and as-needed maintenance services relate to proprietary hardware and software which is an integral part of existing controls at County facilities, and as such, is an exception to the Local Public Contracts Law; and

**WHEREAS**, the Director of Buildings & Grounds and the County's Qualified Purchasing Agent have determined that needed maintenance services and system upgrades can only be provided by Tri-M Group, LLC, 204-206 Gale Lane, Kennett Square, PA 19348, as exclusive contractors trained and authorized to sell, install and support proprietary Andover electronics, at hourly rates as established with Contractor effective January 1, 2026; and

**WHEREAS**, this contract is 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 exempts this agreement from competition pursuant to Contractor certification that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, subject contract is for estimated units of services, and as such, is open-ended which does not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED** the Board of County Commissioners of the County of Gloucester does hereby award a contract to Tri-M Group, LLC for on-call maintenance and repair services for HVAC controller systems currently in use at various County buildings, and for software system upgrades, based on need, consistent with scope of work outlined in the Proposal dated September 16, 2025, from January 1, 2026 to December 31, 2026, in an amount not to exceed \$250,000.00.

**BE IT FURTHER RESOLVED** before any purchase be made or service rendered pursuant to this contract, 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 meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER, NEW JERSEY  
AND  
TRI-M GROUP, LLC  
FOR PROPRIETARY SERVICES**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of February, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (hereinafter "County"), with offices at 2 South Broad Street, Woodbury, NJ 08096, and **TRI-M GROUP, LLC**, with offices at 204-206 Gale Lane, Kennett Square, PA 19348 (hereinafter "Contractor").

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for on-call maintenance and repair of existing HVAC control systems at the Justice Complex, Old Court House, Administration Building, Health Department, Government Services Building, Budd Boulevard and Social Services Building, and for replacement of obsolete controllers on an as-needed basis; and

**WHEREAS**, this Contract may be awarded without public advertisement for bids pursuant to N.J.S.A. 40A:11-5(1) (dd), as the contracted services relate to support, maintenance and upgrades to proprietary technology related to previously installed HVAC automation control systems at County facilities, and as such, is an exception to the Local Contracts Law; and

**WHEREAS**, the Contract has been awarded consistent with the Fair and Open Provisions of the Gloucester County Administrative Code and with NJSA 19:44A-20.4 et seq., which exempts this Contract from competition, as Contractor has certified that it will not make disqualifying contributions during the term of this Agreement; 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 and Contractor Proposals establishing time and material rates effective January 1, 2026.

**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**. This Contract shall be for the period January 1, 2026 to December 31, 2026.
2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of Contractor's Proposal dated January 1, 2026, establishing hourly time and material services, for an annual amount not to exceed \$250,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. 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. 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.** Contractor will provide on-call maintenance and repair of existing HVAC control systems at named County Buildings and replacement of obsolete controllers at various facilities as directed, consistent with the provisions of Contractor Proposal for controller system upgrades dated September 16, 2025.

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 Contractor's Proposal.

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

**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, 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.

**C.** 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.

**D.** Notwithstanding the above, 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.

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

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

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

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

**22. CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified in Contractor's Proposals, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the specifications in Contractor's Proposal, then this Contract shall prevail

**THIS CONTRACT** is dated this 4<sup>th</sup> day of February, 2026.

**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, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

---

**FRANK J. DIMARCO,  
DIRECTOR**

**ATTEST:**

**TRI- M GROUP, LLC**

---

**DAN ROSE,  
AUTHORIZED REPRESENTATIVE**



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WITH SMARTER FACILITIES**

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## TIME AND MATERIAL RATES

### BUILDING AUTOMATION SERVICE

**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

As of January 1, 2026

**LEHIGH VALLEY, PA**  
1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

Classification	Regular	Overtime	Double-time
Electrical Service Technician	\$ 118.00	\$ 157.00	\$ 196.00
Network Service Technician	\$ 127.00	\$ 169.00	\$ 211.00
Automation/Security Service Technician	\$ 205.00	\$ 273.00	\$ 340.00
Services Engineer	\$ 217.00	N/A	N/A
Project Manager	\$ 217.00	N/A	N/A
Software/Integration Engineer	\$ 274.00	N/A	N/A

*Note: Time is charged in 1/2-hour increments.*

*Also, on-site service is charged portal to portal.*

*\*Rates do not include any applicable taxes on labor*

**\*Overtime** - Over 8 hrs./day or Saturdays or during hours that are not normal business hours, Mon – Fri 7:00 a.m. to 3:30p.m.

**\*Premium Time** – All work on Sundays or holidays

**\*Note** – Service Contract Customers receive a 10% discount on published labor rates

**Material Mark Up**  
15% for Overhead  
7% for Profit

**Subcontractors**  
5% Overhead  
5% Profit

#### Travel

Travel is billed port to port on all service-related visits. Travel Expenses are invoiced out at cost plus 10% Per diem expense is \$65/day per employee

  
24 HR CUSTOMER SERVICE  
800.456.7782



December 19, 2025

**Gloucester County**  
**254 County House Road**  
**Clarksboro, NJ 08020**

To Whom It May Concern,

I am writing this letter to confirm the distribution policies of Schneider Electric system integration products through our US Branches and our EcoXpert Channel Partners.

Schneider Electric's Branches and EcoXperts Channel Partners throughout North America, providing our customers with a single point of contact for obtaining Schneider Electric products and services. Each of Schneider Electric's Branches and EcoXpert partners offer sales, engineering, project management and service capabilities for those customers within their defined territory. The Schneider Electric EcoXpert Partner in NJ, **The Tri-M Group** is the only representative trained and authorized to sell, install and support Schneider Electric solutions and products for:

**Gloucester County NJ - (Locations below)**

- **County Admin and Family Court**
- **The Animal Shelter**
- **BUDD Building**
- **The Civil Court Building**
- **Clayton Administration Building**
- **The Health Services Building**
- **The Justice Complex**
- **The Social Services Building**

Schneider Electric is committed to the delivery of the highest quality products, support and services to customers of our Branches and EcoXpert Channel Partners, like **The Tri-M Group**, our local authorized representative. If I can be of further assistance, please feel free to contact me.

Sincerely,

Frank Yoder  
Territory Sales Manager  
Digital Energy Business  
[Frank.yoder@se.com](mailto:Frank.yoder@se.com)  
Phone Number (302) 212-9255



AMPOWERING BUSINESS  
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September 16, 2025

**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

**LEHIGH VALLEY, PA**  
1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

**Gloucester County New Jersey**  
Administration Building

**Attention:** **Hap Pye**  
**Subject:** Gloucester Admin Building i2 to MP Upgrade & New Ethernet BUS  
**Proposal Number:** SF-11854

Dear Hap,

Thank you for the opportunity to provide this proposal to provide labor, materials, engineering and services to replace the current obsolete i2 controllers with multi-Purpose ethernet based controllers. This is the final step in upgrading the BAS system. Details of our proposal below:

**Basis of Estimate**

- Insight Report Run to determine direct replacement controllers with appropriate I/O configurations, our recent site visits, and our existing knowledge of the buildings.

**Base Scope of Work**

**1. Existing Andover Continuum BAS Field Controllers:**

- Ninety-Two (92) existing Andover Continuum field controllers will be replaced with ethernet based Schneider EcoStruxure controllers.
- Eighty-Three (83) New temperature sensors have been included.
- All other existing support devices field sensors and enclosures will remain in operation.

**2. Communication BUS**

- Replace existing RS485 twisted pair BUS with ethernet high speed communication cabling.

**3. Startup & Checkout:**

- Provide software / hardware start-up and checkout.

**4. Documentation:**

- Provide as-built documentation.

**Clarifications / Not Included in our Scope of Work**

- Tri-M shall only enter an agreement to perform this job if this Scope of Work is part of the agreement and takes precedence over all other information.
- This proposal and all subsequent agreements are governed by Tri-M's Standard Terms & Conditions, a copy is available.
- This proposal includes a new ethernet bus throughout the building.
- All programming, engineering, and installation are included in the price.
- The pricing in this proposal is valid if the contract is fully executed within 60 calendar days of the proposal date.



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**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

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1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

6. The cost of bonding has not been included in this proposal.
7. All work shall be performed by Tri-M's nonunion technicians.
8. A NJ prevailing wage rate has been carried in this job.
9. Tri-M has assumed that all existing hardware to be reused is fully functional. Any issues found during construction will be brought to the owner's attention. A proposal for any repairs will be provided, before proceeding with the repairs, only after the owner's approval.
10. Tri-M has not included a new workstation computer or server in this proposal.

#### **Warranty**

1. The warranty is for one year from the date of substantial completion.
2. The warranty is governed by Tri-M's Standard Terms & Conditions.
3. There is no charge for warranty work during normal business days and hours.
4. Acts of God, water, fire, flood, unusually severe weather, or other causes beyond such party's reasonable control shall not be covered under our standard warranty.

#### **Pricing**

❖ The pricing for this proposed Base Scope of Work is:  
**Three Hundred Sixty-Five Thousand Dollars (\$365,000)**

Our proposed pricing does not include provisions for unexpected cost increases related to tariffs, accelerations and/or other impacts which are outside of our direct control. We reserve the right to revisit those circumstances with you should they occur throughout the duration of this project. Tri-M's Standard Terms and Conditions are the basis for this pricing. A copy is available per your request. Our payment terms are Net 30 days upon acceptance of this proposal.

#### **Proposal Acceptance**

To accept this proposal please:

1. Email purchase order to [Drose@Tri-MGroup.com](mailto:Drose@Tri-MGroup.com)
2. The project will be prompted for scheduling and a Tri-M representative will contact you to confirm an installation date.
3. Feel free to call me at (610) 806-3577 (cell)

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. Please contact me if you have any additional questions.

Sincerely,

*Dan Rose*

#### **Project Authorization**

Please complete and send a signed copy to [DRose@Tri-MGroup.com](mailto:DRose@Tri-MGroup.com)

The Tri-M Group is hereby authorized to furnish all material, equipment and labor associated with this proposal for which the undersigned agrees to the amount and the terms thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

24 HR CUSTOMER SERVICE  
**800.456.7782**



POWERING BUSINESS  
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September 16, 2025

**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

**LEHIGH VALLEY, PA**  
1151 Richland Commerce Drive  
Quakertown, PA 18951  
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Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

**Gloucester County New Jersey**  
County Building and Civil Court

**Attention:** Hap Pye

**Subject:** Gloucester County Building and Civil Court i2 to MP BAS Upgrade & New  
Ethernet BUS

**Proposal Number:** SF-12172

Dear Hap,

Thank you for the opportunity to provide this proposal to provide labor, materials, engineering and services to replace the current obsolete i2 controllers with multi-Purpose ethernet based controllers. This is the final step in upgrading the BAS system. Details of our proposal below:

**Basis of Estimate**

- Insight Report Run to determine direct replacement controllers with appropriate I/O configurations, our recent site visits, and our existing knowledge of the buildings.

**Base Scope of Work**

**1. Existing Andover Continuum BAS Field Controllers:**

- A. Fifty-One(51) existing Andover Continuum field controllers will be replaced with ethernet based Schneider EcoStruxure controllers.
- B. Twenty-Three (23) New temperature sensors have been included.
- C. All other existing support devices field sensors and enclosures will remain in operation.

**2. Communication BUS**

- A. Replace existing RS485 twisted pair BUS with ethernet high speed communication cabling.

**3. Startup & Checkout:**

- B. Provide software / hardware start-up and checkout.

**4. Documentation:**

- A. Provide as-built documentation.

**Clarifications / Not Included in our Scope of Work**

1. Tri-M shall only enter an agreement to perform this job if this Scope of Work is part of the agreement and takes precedence over all other information.
2. This proposal and all subsequent agreements are governed by Tri-M's Standard Terms & Conditions, a copy is available.
3. This proposal includes a new ethernet bus throughout the building.
4. All programming, engineering, and installation are included in the price.
5. The pricing in this proposal is valid if the contract is fully executed within 60 calendar days of the proposal date.

  
24 HR CUSTOMER SERVICE  
800.456.7782



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**CORPORATE OFFICE:**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

**LEHIGH VALLEY, PA**  
1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

6. The cost of bonding has not been included in this proposal.
7. All work shall be performed by Tri-M's nonunion technicians.
8. A NJ prevailing wage rate has been carried in this job.
9. Tri-M has assumed that all existing hardware to be reused is fully functional. Any issues found during construction will be brought to the owner's attention. A proposal for any repairs will be provided, before proceeding with the repairs, only after the owner's approval.
10. Tri-M has not included a new workstation computer or server in this proposal.

#### **Warranty**

1. The warranty is for one year from the date of substantial completion.
2. The warranty is governed by Tri-M's Standard Terms & Conditions.
3. There is no charge for warranty work during normal business days and hours.
4. Acts of God, water, fire, flood, unusually severe weather, or other causes beyond such party's reasonable control shall not be covered under our standard warranty.

County Building Price: \$109,500

Civil Court Price: \$124200

#### **Pricing TOTAL**

**Two Hundred Thirty-Three Thousand Dollars (\$233,700)**

Our proposed pricing does not include provisions for unexpected cost increases related to tariffs, accelerations and/or other impacts which are outside of our direct control. We reserve the right to revisit those circumstances with you should they occur throughout the duration of this project. Tri-M's Standard Terms and Conditions are the basis for this pricing. A copy is available per your request. Our payment terms are Net 30 days upon acceptance of this proposal.

#### **Proposal Acceptance**

To accept this proposal please:

1. Email purchase order to [Drose@Tri-MGroup.com](mailto:Drose@Tri-MGroup.com)
2. The project will be prompted for scheduling and a Tri-M representative will contact you to confirm an installation date.
3. Feel free to call me at (610) 806-3577 (cell)

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. Please contact me if you have any additional questions.

Sincerely,

*Dan Rose*

#### **Project Authorization**

Please complete and send a signed copy to [DRose@Tri-MGroup.com](mailto:DRose@Tri-MGroup.com)

The Tri-M Group is hereby authorized to furnish all material, equipment and labor associated with this proposal for which the undersigned agrees to the amount and the terms thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_



POWERING BUSINESS  
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September 16, 2025

**Gloucester County New Jersey**  
Health Services Building

**CORPORATE OFFICE:**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

**LEHIGH VALLEY, PA**  
1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

**Attention:** Hap Pye  
**Subject:** Gloucester Health Services Bldg i2 to MP Upgrade & New Ethernet BUS  
**Proposal Number:** SF-11859

Dear Hap,

Thank you for the opportunity to provide this proposal to provide labor, materials, engineering and services to replace the current obsolete i2 controllers with multi-Purpose ethernet based controllers. This is the final step in upgrading the BAS system. Details of our proposal below:

**Basis of Estimate**

- Insight Report Run to determine direct replacement controllers with appropriate I/O configurations, our recent site visits, and our existing knowledge of the buildings.

**Base Scope of Work**

1. **Existing Andover Continuum BAS Field Controllers:**
  - A. Nine (9) existing Andover Continuum field controllers will be replaced with ethernet based Schneider EcoStruxure controllers.
  - B. Nine (9) New temperature sensors have been included.
  - C. All other existing support devices field sensors and enclosures will remain in operation.
2. **Communication BUS**
  - A. Replace existing RS485 twisted pair BUS with ethernet high speed communication cabling.
3. **Startup & Checkout:**
  - B. Provide software / hardware start-up and checkout.
4. **Documentation:**
  - A. Provide as-built documentation.

**Clarifications / Not Included in our Scope of Work**

1. Tri-M shall only enter an agreement to perform this job if this Scope of Work is part of the agreement and takes precedence over all other information.
2. This proposal and all subsequent agreements are governed by Tri-M's Standard Terms & Conditions, a copy is available.
3. This proposal includes a new ethernet bus throughout the building.
4. All programming, engineering, and installation are included in the price.
5. The pricing in this proposal is valid if the contract is fully executed within 60 calendar days of the proposal date.



POWERING BUSINESS  
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**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

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Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

6. The cost of bonding has not been included in this proposal.
7. All work shall be performed by Tri-M's nonunion technicians.
8. A NJ prevailing wage rate has been carried in this job.
9. Tri-M has assumed that all existing hardware to be reused is fully functional. Any issues found during construction will be brought to the owner's attention. A proposal for any repairs will be provided, before proceeding with the repairs, only after the owner's approval.
10. Tri-M has not included a new workstation computer or server in this proposal.

#### **Warranty**

1. The warranty is for one year from the date of substantial completion.
2. The warranty is governed by Tri-M's Standard Terms & Conditions.
3. There is no charge for warranty work during normal business days and hours.
4. Acts of God, water, fire, flood, unusually severe weather, or other causes beyond such party's reasonable control shall not be covered under our standard warranty.

#### **Pricing**

- ❖ The pricing for this proposed Base Scope of Work is:  
**Fifty-One Thousand Eight Hundred Dollars (\$51,800)**

Our proposed pricing does not include provisions for unexpected cost increases related to tariffs, accelerations and/or other impacts which are outside of our direct control. We reserve the right to revisit those circumstances with you should they occur throughout the duration of this project. Tri-M's Standard Terms and Conditions are the basis for this pricing. A copy is available per your request. Our payment terms are Net 30 days upon acceptance of this proposal.

#### **Proposal Acceptance**

To accept this proposal please:

1. Email purchase order to [Drose@Tri-MGroup.com](mailto:Drose@Tri-MGroup.com)
2. The project will be prompted for scheduling and a Tri-M representative will contact you to confirm an installation date.
3. Feel free to call me at (610) 806-3577 (cell)

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. Please contact me if you have any additional questions.

Sincerely,

*Dan Rose*

#### **Project Authorization**

Please complete and send a signed copy to [DRose@Tri-MGroup.com](mailto:DRose@Tri-MGroup.com)

The Tri-M Group is hereby authorized to furnish all material, equipment and labor associated with this proposal for which the undersigned agrees to the amount and the terms thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_



September 16, 2025

**CORPORATE OFFICE**  
205 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

**LEHIGH VALLEY, PA**  
1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

**Gloucester County New Jersey**  
Clayton Admin Building

**Attention:**

**Hap Pye**

**Subject:**

Gloucester Clayton Admin Bldg i2 to MP Upgrade & New Ethernet BUS

**Proposal Number:**

SF-11857

Dear Hap,

Thank you for the opportunity to provide this proposal to provide labor, materials, engineering and services to replace the current obsolete i2 controllers with multi-Purpose ethernet based controllers. This is the final step in upgrading the BAS system. Details of our proposal below:

**Basis of Estimate**

- Insight Report Run to determine direct replacement controllers with appropriate I/O configurations, our recent site visits, and our existing knowledge of the buildings.

**Base Scope of Work**

1. **Existing Andover Continuum BAS Field Controllers:**
  - A. Thirty-Five (35) existing Andover Continuum field controllers will be replaced with ethernet based Schneider EcoStruxure controllers.
  - B. Zero (0) New temperature sensors have been included. (Smart Sensors were not required on this BUS)
  - C. All other existing support devices field sensors and enclosures will remain in operation.
2. **Communication BUS**
  - A. Replace existing RS485 twisted pair BUS with ethernet high speed communication cabling.
3. **Startup & Checkout:**
  - B. Provide software / hardware start-up and checkout.
4. **Documentation:**
  - A. Provide as-built documentation.

**Clarifications / Not Included in our Scope of Work**

1. Tri-M shall only enter an agreement to perform this job if this Scope of Work is part of the agreement and takes precedence over all other information.
2. This proposal and all subsequent agreements are governed by Tri-M's Standard Terms & Conditions, a copy is available.
3. This proposal includes a new ethernet bus throughout the building.
4. All programming, engineering, and installation are included in the price.
5. The pricing in this proposal is valid if the contract is fully executed within 60 calendar days of the proposal date.



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WITH SMARTER FACILITIES

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**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

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1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
39 Health Drive  
Lock Haven, PA 17745  
570-748-7515

**DELAWARE**  
1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

6. The cost of bonding has not been included in this proposal.
7. All work shall be performed by Tri-M's nonunion technicians.
8. A NJ prevailing wage rate has been carried in this job.
9. Tri-M has assumed that all existing hardware to be reused is fully functional. Any issues found during construction will be brought to the owner's attention. A proposal for any repairs will be provided, before proceeding with the repairs, only after the owner's approval.
10. Tri-M has not included a new workstation computer or server in this proposal.

#### **Warranty**

1. The warranty is for one year from the date of substantial completion.
2. The warranty is governed by Tri-M's Standard Terms & Conditions.
3. There is no charge for warranty work during normal business days and hours.
4. Acts of God, water, fire, flood, unusually severe weather, or other causes beyond such party's reasonable control shall not be covered under our standard warranty.

#### **Pricing**

- ❖ The pricing for this proposed Base Scope of Work is:  
**One Hundred Twenty-Six Thousand One Hundred Dollars (\$126,100)**

Our proposed pricing does not include provisions for unexpected cost increases related to tariffs, accelerations and/or other impacts which are outside of our direct control. We reserve the right to revisit those circumstances with you should they occur throughout the duration of this project. Tri-M's Standard Terms and Conditions are the basis for this pricing. A copy is available per your request. Our payment terms are Net 30 days upon acceptance of this proposal.

#### **Proposal Acceptance**

To accept this proposal please:

1. Email purchase order to [Drose@Tri-MGroup.com](mailto:Drose@Tri-MGroup.com)
2. The project will be prompted for scheduling and a Tri-M representative will contact you to confirm an installation date.
3. Feel free to call me at (610) 806-3577 (cell)

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. Please contact me if you have any additional questions.

Sincerely,

*Dan Rose*

#### **Project Authorization**

Please complete and send a signed copy to [DRose@Tri-MGroup.com](mailto:DRose@Tri-MGroup.com)

The Tri-M Group is hereby authorized to furnish all material, equipment and labor associated with this proposal for which the undersigned agrees to the amount and the terms thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_



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WITH SMARTER FACILITIES

TRI-MGROUP.COM

September 16, 2025

**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

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1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

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Lock Haven, PA 17745  
570-748-7515

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1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

**Gloucester County New Jersey**  
BUDD Building

**Attention:**

**Hap Pye**

**Subject:**

Gloucester BUDD Building i2 to MP Upgrade & New Ethernet BUS

**Proposal Number:**

SF-11855

Dear Hap,

Thank you for the opportunity to provide this proposal to provide labor, materials, engineering and services to replace the current obsolete i2 controllers with multi-Purpose ethernet based controllers. This is the final step in upgrading the BAS system. Details of our proposal below:

**Basis of Estimate**

- Insight Report Run to determine direct replacement controllers with appropriate I/O configurations, our recent site visits, and our existing knowledge of the buildings.

**Base Scope of Work**

**1. Existing Andover Continuum BAS Field Controllers:**

- Five (5) existing Andover Continuum field controllers will be replaced with ethernet based Schneider EcoStruxure controllers.
- Six (6) New temperature sensors have been included.
- All other existing support devices field sensors and enclosures will remain in operation.

**2. Communication BUS**

- Replace existing RS485 twisted pair BUS with ethernet high speed communication cabling.

**3. Startup & Checkout:**

- Provide software / hardware start-up and checkout.

**4. Documentation:**

- Provide as-built documentation.

**Clarifications / Not Included in our Scope of Work**

1. Tri-M shall only enter an agreement to perform this job if this Scope of Work is part of the agreement and takes precedence over all other information.
2. This proposal and all subsequent agreements are governed by Tri-M's Standard Terms & Conditions, a copy is available.
3. This proposal includes a new ethernet bus throughout the building.
4. All programming, engineering, and installation are included in the price.
5. The pricing in this proposal is valid if the contract is fully executed within 60 calendar days of the proposal date.



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1151 Richland Commerce Drive  
Quakertown, PA 18951  
610-289-2420

**NORTH CENTRAL, PA**  
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570-748-7515

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1050 Industrial Road  
Suite 240  
Middletown, DE 19709  
302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

6. The cost of bonding has not been included in this proposal.
7. All work shall be performed by Tri-M's nonunion technicians.
8. A NJ prevailing wage rate has been carried in this job.
9. Tri-M has assumed that all existing hardware to be reused is fully functional. Any issues found during construction will be brought to the owner's attention. A proposal for any repairs will be provided, before proceeding with the repairs, only after the owner's approval.
10. Tri-M has not included a new workstation computer or server in this proposal.

#### **Warranty**

1. The warranty is for one year from the date of substantial completion.
2. The warranty is governed by Tri-M's Standard Terms & Conditions.
3. There is no charge for warranty work during normal business days and hours.
4. Acts of God, water, fire, flood, unusually severe weather, or other causes beyond such party's reasonable control shall not be covered under our standard warranty.

#### **Pricing**

- ❖ The pricing for this proposed Base Scope of Work is:  
**Forty-Three Thousand Dollars (\$43,000)**

Our proposed pricing does not include provisions for unexpected cost increases related to tariffs, accelerations and/or other impacts which are outside of our direct control. We reserve the right to revisit those circumstances with you should they occur throughout the duration of this project. Tri-M's Standard Terms and Conditions are the basis for this pricing. A copy is available per your request. Our payment terms are Net 30 days upon acceptance of this proposal.

#### **Proposal Acceptance**

To accept this proposal please:

1. Email purchase order to [Drose@Tri-MGroup.com](mailto:Drose@Tri-MGroup.com)
2. The project will be prompted for scheduling and a Tri-M representative will contact you to confirm an installation date.
3. Feel free to call me at (610) 806-3577 (cell)

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. Please contact me if you have any additional questions.

Sincerely,

*Dan Rose*

#### **Project Authorization**

Please complete and send a signed copy to [DRose@Tri-MGroup.com](mailto:DRose@Tri-MGroup.com)

The Tri-M Group is hereby authorized to furnish all material, equipment and labor associated with this proposal for which the undersigned agrees to the amount and the terms thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

24 HR CUSTOMER SERVICE  
800.456.7782



**Tri-M** POWERING BUSINESS  
WITH SMARTER FACILITIES

TRI-MGROUP.COM

September 16, 2025

**CORPORATE OFFICE**  
206 Gale Lane  
Kennett Square, PA 19348  
610-444-1000

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Quakertown, PA 18951  
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302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

**Gloucester County New Jersey**  
Social Services Building

**Attention:**

**Hap Pye**

**Subject:**

Gloucester Social Services Bldg i2 to MP Upgrade & New Ethernet BUS

**Proposal Number:**

SF-11861

Dear Hap,

Thank you for the opportunity to provide this proposal to provide labor, materials, engineering and services to replace the current obsolete i2 controllers with multi-Purpose ethernet based controllers. This is the final step in upgrading the BAS system. Details of our proposal below:

**Basis of Estimate**

- Insight Report Run to determine direct replacement controllers with appropriate I/O configurations, our recent site visits, and our existing knowledge of the buildings.

**Base Scope of Work**

**1. Existing Andover Continuum BAS Field Controllers:**

- Thirteen (13) existing Andover Continuum field controllers will be replaced with ethernet based Schneider EcoStruxure controllers.
- Thirteen (13) New temperature sensors have been included.
- All other existing support devices, field sensors, and enclosures will remain in operation.

**2. Communication BUS**

- Replace existing RS485 twisted pair BUS with ethernet high speed communication cabling.

**3. Startup & Checkout:**

- Provide software / hardware start-up and checkout.

**4. Documentation:**

- Provide as-built documentation.

**Clarifications / Not Included in our Scope of Work**

- Tri-M shall only enter an agreement to perform this job if this Scope of Work is part of the agreement and takes precedence over all other information.
- This proposal and all subsequent agreements are governed by Tri-M's Standard Terms & Conditions, a copy is available.
- This proposal includes a new ethernet bus throughout the building.
- All programming, engineering, and installation are included in the price.
- The pricing in this proposal is valid if the contract is fully executed within 60 calendar days of the proposal date.

24 HR CUSTOMER SERVICE  
**800.456.7782**



EMPLOYEE OWNED  
POWERING BUSINESS  
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TRI-MGROUP.COM

**CORPORATE OFFICE**  
206 Gale Lane  
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302-376-0150

**MARYLAND**  
3915 Benson Road  
Baltimore, MD 21227  
410-368-3981

6. The cost of bonding has not been included in this proposal.
7. All work shall be performed by Tri-M's nonunion technicians.
8. A NJ prevailing wage rate has been carried in this job.
9. Tri-M has assumed that all existing hardware to be reused is fully functional. Any issues found during construction will be brought to the owner's attention. A proposal for any repairs will be provided, before proceeding with the repairs, only after the owner's approval.
10. Tri-M has not included a new workstation computer or server in this proposal.

#### **Warranty**

1. The warranty is for one year from the date of substantial completion.
2. The warranty is governed by Tri-M's Standard Terms & Conditions.
3. There is no charge for warranty work during normal business days and hours.
4. Acts of God, water, fire, flood, unusually severe weather, or other causes beyond such party's reasonable control shall not be covered under our standard warranty.

#### **Pricing**

- ❖ The pricing for this proposed Base Scope of Work is:  
**Sixty-Seven Thousand One Hundred Dollars (\$67,100)**

Our proposed pricing does not include provisions for unexpected cost increases related to tariffs, accelerations and/or other impacts which are outside of our direct control. We reserve the right to revisit those circumstances with you should they occur throughout the duration of this project. Tri-M's Standard Terms and Conditions are the basis for this pricing. A copy is available per your request. Our payment terms are Net 30 days upon acceptance of this proposal.

#### **Proposal Acceptance**

To accept this proposal please:

1. Email purchase order to [Drose@Tri-MGroup.com](mailto:Drose@Tri-MGroup.com)
2. The project will be prompted for scheduling and a Tri-M representative will contact you to confirm an installation date.
3. Feel free to call me at (610) 806-3577 (cell)

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. Please contact me if you have any additional questions.

Sincerely,

*Dan Rose*

#### **Project Authorization**

Please complete and send a signed copy to [DRose@Tri-MGroup.com](mailto:DRose@Tri-MGroup.com)

The Tri-M Group is hereby authorized to furnish all material, equipment and labor associated with this proposal for which the undersigned agrees to the amount and the terms thereof.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

24 HR CUSTOMER SERVICE  
**800.456.7782**

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

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

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

Date	Amount	Recipient's Name
------	--------	------------------

N/A

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: The Tri-M Group, LLC  
Signed: J. M. Title: CFO / VP  
Print Name: James M. Lewandowski Date: 12/1/25

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

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

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

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

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



## BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

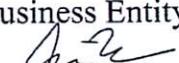
N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair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

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

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

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

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

Name of Business Entity: The Tri-M Group, LLC  
Signed:  Title: CFO / VP  
Print Name: James M. Lewandowski Date: 12/1/25

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 CHANGE ORDER NO. 2-FINAL TO DECREASE  
THE CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC.  
FOR ENGINEERING PROJECT #22-06**

**WHEREAS**, the County of Gloucester previously received public bids for services regarding resurfacing and safety improvements to N. Evergreen Avenue (CR 553) and Broadway (CR 551) from Redbank Avenue (CR 644) to State Route 47 in the Township of Deptford, City of Woodbury, and Borough of Westville, known as Engineering Project #22-06; and

**WHEREAS**, by Resolution adopted on August 21, 2024, the County awarded a contract for the Project to Richard E. Pierson Construction Co., Inc. for \$2,120,320.22, with Change Order No. 1 authorized on November 5, 2025 for an increase in the amount of \$95,280.95, for a new contract amount of \$2,215,601.17; and

**WHEREAS**, the County Engineer has recommended Change Order No. 2-Final to decrease the contract by \$117,849.96, due to adjustments in the contract quantities to meet actual constructed field quantities, thereby resulting in a new total contract amount of \$2,097,751.21.

**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 Change Order No. 2-Final for Engineering Project #22-06, to decrease the contract with Richard E. Pierson Construction Co., Inc. by \$117,849.96, thereby resulting in a new total contract amount of \$2,097,751.21.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

**NEW JERSEY DEPARTMENT OF TRANSPORTATION**  
**LOCAL AID PROJECT**  
**CHANGE ORDER NUMBER 2 (FINAL)**  
**STATE AID PROJECT**

<b>PROJECT</b>	22-06: Resurfacing & Safety Improvements to Broadway and Evergreen Avenue (CR 551 & CR553) from Red Bank Ave (CR 644) to Delsea Drive (NJ Route 447)
<b>MUNICIPALITY</b>	Westville Borough, Woodbury City, and Deptford Township
<b>COUNTY</b>	Gloucester County
<b>CONTRACTOR</b>	R.E. Pierson Construction Co.

**DESCRIPTION:** The following extras and reductions based upon as-built measurements are final quantity adjustments to the contract and supplemental items deemed necessary to complete the above referenced project.

**NOTE \*\*\*** - Within change order #1, the incorrect unit price for item #23 was processed. To account for the incorrect unit price within change order #1, a quantity adjustment of (17.876) is made below to balance this item to the correct final project amount.

<u>Item No.</u>	<u>Description</u>	<u>REDUCTIONS</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
5	ASPHALT PRICE ADJUSTMENT		(1,500,519.95)	\$41,000.00	(\$61,521.30)
6	FUEL PRICE ADJUSTMENT		(1,531,399.91)	\$23,000.00	(\$35,222.18)
13	HMA MILLING, 3" OR LESS		(3070.60)	\$3.60	(\$10,747.10)
'23	TRAFFIC MARKINGS, LINES 8"		(17,876)	\$1.60	(\$28,80)
89	TRAFFIC DIRECTOR, FLAGGER		(28.50)	\$86.63	(\$2,468.86)
91	CLEANING EXISTING PIPE, 12" TO 48" DIAMETER		(118.00)	\$12.00	(\$1,416.00)
92	CLEANING DRAINAGE STRUCTURE		(2.00)	\$490.00	(\$980.00)
93	VIDEO INSPECTION OF PIPE		(118.00)	\$8.00	(\$708.00)
84	12" DIAMETER PIPE LINING		(500.00)	\$103.00	(\$51,500.00)
98	18" DIAMETER PIPE LINING		(63.00)	\$123.00	(\$7,749.00)
97	24" DIAMETER PIPE LINING		(16.00)	\$385.00	(\$6,160.00)
89	18" X 30" ELLIPTICAL PIPE LINING		(15.00)	\$267.00	(\$4,005.00)
			Total Reductions		(\$182,506.13)
		<u>EXTRAS</u>			
95	15" DIAMETER PIPE LINING		466.00	\$145.00	\$67,570.00
			Total Extras		\$67,570.00
		<u>SUPPLEMENTAL</u>			
S7	AIR VOIDS PENALTY		1.00	(\$2,013.83)	(\$2,913.83)
			Total Supplements		(\$2,913.83)
Amount of Original Contract	\$2,120,320.22	Extras	\$67,570.00		
Change Order No. 1	\$95,280.95	Supplemental	(\$2,913.83)		
Change Order No. 2	(\$117,849.86)	Reduction	(\$182,506.13)		
Amount of Original Contract + Change Order No. 1 & 2	\$2,097,751.21	Total Change	(\$117,849.96)		

% Change in Contract

-1.0644% Decrease

*Barry Beckett 1/16/26*

Barry Beckett, P.E.  
Gloucester County Engineer

Approved: \_\_\_\_\_  
 (District Engineer) \_\_\_\_\_ Date \_\_\_\_\_  
 (Local Highway Design) \_\_\_\_\_

Frank J. DiMarco  
Director  
*FD* 1/8/26  
(Contractor) Date

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM 2 FINAL**

1. Name & Address of Vendor: R.E. Pierson Construction Co  
426 Swedesboro Road  
Pliesgrove, NJ 08098

2. Description of Project or Contract: 22-06: Resurfacing & Safety Improvements to Broadway and Evergreen Avenue (CR 551 & CR553) from Red Bank Ave (CR 644) to Delsea Drive (NJ Route 447)

3. Date of Original Contract: 21-Aug-24

4. P.O. Number: 24-06442

5. Amount of Original Contract: \$2,120,320.22

6. Amount of Previously Authorized Change Order \$95,280.95 11/5/25

7. Amount of this Change Order No. 2 FINAL: -\$117,849.96

8. New Total Amount of Contract  
(Total of Numbers 5, 6 & 7 Above) \$2,097,751.21

9. Need or Purpose of this Change Order: The following extras and reductions based upon as-built measurements are final quantity adjustments to the contract and supplemental items deemed necessary to complete the above reference project. This project is State Aid funded.

This change order requested by Barry Becker on 11/16/26  
(Department Head) (Date)

Accepted by N. R. J. on 11/8/26  
(Vendor) (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

By:

Laurie J. Burns  
Clerk of the Board

Frank J. DiMarco, Director

To All Vendors:

*This Change Order is not official nor authorized until such time as this Change Order is accepted by  
The Board of County Commissioners, County of Gloucester with appropriate Resolution.*

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 2-FINAL  
TO DECREASE THE CONTRACT WITH SOUTH STATE, INC.  
REGARDING ENGINEERING PROJECT #23-18SA**

**WHEREAS**, the County of Gloucester previously received public bids for services regarding the 2022 Countywide ADA Ramp, Sidewalk, Driveway and Curbing Improvement Project, known as Engineering Project #23-18SA; and

**WHEREAS**, by Resolution adopted on February 7, 2024, the County awarded a contract for the Project to South State, Inc. for \$993,700.00, with Change Order No. 1 authorized on June 18, 2025 for an increase in the amount of \$22,094.26, for a new contract amount of \$1,015,794.26; and

**WHEREAS**, the County Engineer has recommended Change Order No. 2-Final to decrease the contract by \$267,735.25, due to adjustments in the contract quantities to meet actual constructed field quantities, thereby resulting in a new total contract amount of \$748,059.01.

**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 Change Order No. 2-Final regarding Engineering Project #23-18SA, to decrease the contract with South State, Inc. by \$267,735.25, thereby resulting in a new total contract amount of \$748,059.01.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on February 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

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

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID PROJECT  
 CHANGE ORDER NUMBER 2-FINAL  
 STATE AID PROJECT

PROJECT	23-18SA - 2022 Countywide ADA Ramp, Sidewalk, Driveway and Curbing Improvement Project Contract 2
MUNICIPALITY	Countywide
COUNTY	Gloucester
CONTRACTOR	South State Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.  
 The reductions, extras and supplemental items are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description	REDUCTIONS	Quantity (+/-)	Unit Prices	Amount
3	9" X 18" CONCRETE VERTICAL CURB		120.4	\$77.00	\$9,270.80
4	12" X 13" CONCRETE SLOPING CURB		50	\$50.00	\$2,500.00
5	CONCRETE SIDEWALK, 4" THICK		266.62	\$160.00	\$42,659.20
6	DETECTABLE WARNING SURFACE		0.20	\$300.00	\$60.00
	12' CONCRETE COLLAR AROUND EXISTING				
8	MANHOLE/INLET/VAULT		50	\$500.00	\$25,000.00
9	RESET EXISTING CASTING		16	\$600.00	\$9,600.00
10	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING		3	\$2,000.00	\$6,000.00
11	RECONSTRUCTED MANHOLE, USING NEW CASTING		3	\$2,000.00	\$6,000.00
12	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING		123	\$1,650.00	\$202,950.00

Total Reductions \$304,040.00

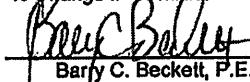
EXTRAS			
7	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	8.25	\$175.00
13	ROADWAY PATCHING, FULL DEPTH	697.22	\$50.00

Total Extras \$36,304.75

Supplemental			
N/A			\$0.00
			Total Supplemental \$0.00

Amount of Original Contract	\$993,700.00	
Amount of Original Contract + C.O. No. 1	\$1,015,794.26	Extras \$36,304.75
Amount of Original Contract + C.O. No. 1&2 (Final)	\$748,059.01	Supplemental \$0.00
		Reduction \$304,040.00
		Total Change -\$267,735.25

% Change in Contract -24.7198% Decrease

  
 Barry C. Beckett, P.E.  
 Gloucester County Engineer

Approved: \_\_\_\_\_  
 (District Engineer) \_\_\_\_\_ Date \_\_\_\_\_  
 (Local Highway Design) \_\_\_\_\_

Frank J. DiMarco Date  
 Director  
  
 1/12/26 Date  
 (Contractor)

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM-FINAL**

1. Name & Address of Vendor: South State, Inc.202 Reeves Road  
PO Box 68  
Bridgeton, NJ 08302  
P. 856-451-5300

2. Description of Project or Contract: 2022 Countywide ADA Ramp, Sidewalk, Driveway and Curbing Improvement Project Contract 2

3. Date of Original Contract: February 7, 2024

4. P.O. Number: 24-00731

5. Amount of Original Contract: \$993,700.00

6. Amount of Previously Authorized Change Order: \$22,094.26

7. Amount of this Change Order No. 2-FINAL: -\$267,735.25

**8. New Total Amount of Contact  
(Total of Numbers 5, 6 & 7 Above)** **\$748,059.01**

9. Need or Purpose of this Change Order: The extra items are adjustments in the contract quantities to meet the actual constructed field quantities.

This change order requested by Barry DeWitt on 1/13/26  
(Department Head) (Date)

Accepted by SAF on 1/9/26  
(Vendor) (Date)

Approved by the Board of County Commissioners, County of Gloucester

**Attest:**

By:

Laurie J. Burns  
Clerk of the Board

Frank J. DiMarco, Director

**To All Vendors:**

*This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.*

**RESOLUTION AUTHORIZING A CONTRACT WITH  
NEUMO GROUP, LLC FROM JANUARY 1, 2026 TO DECEMBER 31, 2030  
IN AN AMOUNT NOT TO EXCEED \$400,000.00**

**WHEREAS**, the County has determined there is a continuous need to contract for the purchase of supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System; and

**WHEREAS**, the Gloucester County Clerk has recommended that said services be provided by Neumo Group, LLC, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120; and

**WHEREAS**, the contract is for a term of five years, in an amount not to exceed \$80,000.00 per year, resulting in an amount not to exceed \$400,000.00, from January 1, 2026 to December 31, 2030; 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; 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 the contract with Neumo Group, LLC for the provision of supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System, from January 1, 2026 to December 31, 2030, in an amount not to exceed \$80,000.00 per year, resulting in an amount not to exceed \$400,000.00 for the five year term; 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 Purchasing Agent 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 4, 2026 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

**FRANK J. DIMARCO, DIRECTOR**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
NEUMO GROUP, LLC**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of February, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **NEUMO GROUP, LLC**, with a mailing address of 5860 Trinity Parkway, Suite 120, Centreville, Virginia 20120, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, the County has determined there is a continuous need to contract for the purchase of supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System; 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 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 a five-year term from January 1, 2026 to December 31, 2030.

2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, in an amount not to exceed \$80,000.00 per year, resulting in an amount not to exceed \$400,000.00 for the five-year term.

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.

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 Attachment A, which is 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. 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 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 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. 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 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.

**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. 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.

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

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

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

**19. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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 shall consist of this document, the specifications of the County and Vendor's Agreement, attached hereto as Attachment A. If there is a conflict between

this Contract and the specification or the Vendor's Agreement, then this Contract and the Specifications shall control.

**THIS CONTRACT** is effective as of the 4<sup>th</sup> day of February, 2026.

**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**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**NEUMO GROUP, LLC**

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**BY:  
TITLE:**

**ATTACHMENT A**

## Information Technology (IT) Software and Services Agreement

This IT Software and Services Agreement (the "Agreement") is entered into by and between **Neumo Group, LLC** ("Neumo"), having an office at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, and **Gloucester County**, a government entity in the State of New Jersey ("Client"), having an office at 1 North Broad Street, Woodbury, NJ 08096. Neumo and Client may be referred to herein as individually each a "Party" and collectively the "Parties".

**1. SCOPE.** This Agreement governs Client's use of the Neumo products set forth in Schedule A (the "Products"), which are licensed to Client by Neumo on a term basis, and the provision of related Neumo services (collectively the "Services"). The scope for the Services to be performed by Neumo under this Agreement are set forth in the following statements of work which are hereby incorporated by reference into this Agreement as follows:

- i. **Schedule A - System Support Services Statement of Work**
- ii. **Schedule B – Digital Processing Services Statement of Work**

**2. TERM AND TERMINATION.**

- a) **Term.** The term of this Agreement shall begin on January 1, 2026 ("Effective Date") and shall continue through December 31, 2030 ("Term"). The Term of this Agreement may be extended upon mutual written agreement of the Parties (subject to agreement of applicable fees and other applicable terms and conditions).
- b) **Termination for Breach.** If either Party breaches a material provision under this Agreement the other Party may terminate this Agreement by providing the breaching Party with a written notice describing the breach and required remedy ("Default Notice"). Upon receipt of a Default Notice the breaching Party will have a period of sixty (60) calendar days (or another timeframe that may be mutually agreed to by the Parties) to cure the breach; if the breaching Party fails to remedy the breach within the established cure period, the non-breaching Party may, upon written notice to the defaulting Party, terminate this Agreement for default.
- c) **Termination for Loss of Funding.** If the Client has failed to receive funds for the continued procurement of the Products or Services in a given fiscal year (after every reasonable effort has been made by Client to secure the necessary funding), the Client may terminate this Agreement upon at least thirty (30) days advance written notice to Neumo prior to the expiration of the then current Term year.
- d) **Migration to Cloud Hosted Products.** Neumo now offers robust, cloud-hosted records management solutions with a stable and comprehensive feature delivery. Neumo has developed a contracting path to facilitate Client's migration to one of Neumo's cloud-hosted records products. Accordingly, if the Client is migrated to a cloud-hosted solution at any time during the Term of this Agreement, subject to the Parties' mutual agreement on the migration approach, this Agreement may be terminated for convenience through a bi-laterally executed Amendment.
- e) **Effect of Termination.** Termination of this Agreement for any reason will not affect any liabilities or obligations of either Party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any



breach or default. Client agrees to discontinue use of all hardware, Products and other Neumo-owned materials no later than the effective date of termination and shall, as mutually agreed upon by the Parties, return required hardware, Products and other Neumo-owned materials to Neumo within thirty (30) calendar days after termination.

### 3. PRODUCTS AND SERVICES

- a) Licensed Products. During the Term of this Agreement, and subject to Client paying all required Fees, Neumo grants Client a non-exclusive, non-transferable right to use the software products set forth in Schedule A (the "System"). Except as expressly provided elsewhere in this Agreement, no sublicensing of use or access is permitted for the System.
- b) RESERVED
- c) Services. During the Term of this Agreement, and subject to Client paying all required Fees, Neumo shall provide the Services set forth in Schedule A and Schedule B in association with Client's use of the System.
- d) Restrictions. Client shall not (and shall not permit any third party to): (i) use the System to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") to the System, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Neumo); (iii) copy, modify or create any derivative work of the System; (iv) remove or obscure any proprietary or other notices contained in the System; (v) publicly disseminate performance information regarding the System; (vi) use the System to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt their security, integrity or operation; (viii) use Neumo Technology except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; or (ix) use the System to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner. The System is not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the System or the Services in, or in conjunction with, High Risk Use.
- e) Data Extraction. During the Term of this Agreement, Client may, upon written notice to Neumo, request Neumo provide assistance with extracting Client Data ("Data Extraction Services") from the System. If so requested, Data Extraction Services will be provided to the Client on a labor hour basis, at Neumo's then prevailing professional services rates, and in accordance with the timeframes mutually agreed to by the Parties. Client agrees Neumo shall have no obligation to provide Data Extraction Services except as provided for in this paragraph.

### 4. FEES AND PAYMENTS

- a) Annual Subscription Fees. Table 1 specifies the annual System Fees for the Term of the Agreement (the "Annual Fees"). These fees will be invoiced annually in advance throughout the Term of the Agreement. Annual Fees include Support as set forth in Schedule A. The Services set forth in Schedule B are separately priced.

*Table 1: Annual Fee Schedule for Initial Term*

Description	Year 1 Fee	Year 2 Fee	Year 3 Fee	Year 4 Fee	Year 5 Fee
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	(1/1/26- 12/31/26)	(1/1/27- 12/31/27)	(1/1/28- 12/31/28)	(1/1/29- 12/31/29)	(1/1/30- 12/31/30)
20/20 Perfect Vision™ Land Records Management System	\$29,535.84	\$29,535.84	\$29,535.84	\$29,535.84	\$29,535.84
Property Fraud Alert Maintenance	\$1,538.00	\$1,538.00	\$1,538.00	\$1,538.00	\$1,538.00
Disaster Recovery (Neumo Hosted Public Search database) <i>Subject to 4(b)(i) for Neumo Hosted Public Search Site</i>	\$24,618.12	\$24,618.12	\$24,618.12	\$24,618.12	\$24,618.12

b) Other Compensation and Fees.

- i. Neumo Hosted Public Search Site. Client currently allows the public to access, download, and print online records and data via the Neumo hosted Public Search Site at no charge. In the event the Client elects to start charging the public for access to online records data and images (i.e. printing and downloading fees), Neumo will agree to waive its Public Search Site annual hosting fee, provided that all online sales revenue (i.e. revenue associated with any access/downloading/printing fees charged to the public via the Public Search Site), after deduction of transaction processing fees, will be split equally between Neumo (50%) and the Client (50%). Any changes to the hosting fee/online revenue split share arrangement shall be documented via a contract amendment executed by both Parties.
- ii. Fees for Digital Processing Services. Digital Processing Services will be billed in accordance with the pricing and invoicing details set forth in Schedule B.
- c) Expenses. Travel, lodging, meal, and other expenses that require reimbursement by Client are set forth in incorporated statement of work, if applicable. Client shall reimburse Neumo for all pre-approved travel, lodging, meal, and other expenses reasonably incurred by Neumo in providing the Products and Services, to the extent so specified in corresponding statements of work ("Expenses").
- d) Taxes. "Taxes" means any sales, use, import/export, value add taxes, or other tax, tariff or similar governmental or regulatory fees related to this transaction or any of the Products or Services (however designated and regardless of the jurisdiction that charges any of the foregoing). For the sake of clarity, Taxes do not include any taxes based on Neumo's net income. If Client is by law exempt from property Taxes, those Taxes will not be included in invoices submitted to the Client under this Agreement. Neumo may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Neumo is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Products or Services provided under this Agreement, Client agrees to reimburse Neumo for payment of those taxes.
- e) Payment Terms. All Fees are listed on invoices as U.S. Dollars. Client shall make all payments of any type of invoice from Neumo in U.S. Dollars. Neumo shall invoice Client for the Fees in accordance with the frequency and payment terms set forth herein. Neumo shall invoice Client for all applicable Expenses and Taxes after the month they are incurred. Unless disputed in accordance with Section 4(f), Client shall pay all Fees, Expenses, and Taxes within thirty (30) days of the applicable invoice date.



f) Invoice Disputes. Client shall pay the undisputed portion (s) of each invoice. If Client disputes any portion of an invoice, Client shall submit written notice to Neumo regarding the disputed amount, and provide to Neumo, if applicable documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Neumo within twenty (20) days from the date the invoice at issue is received by the Client. Client waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days after Client's delivery of the applicable Fee Dispute Notice.

g) Non-Payment. If Client fails to timely remit payments in accordance with the terms herein, then Client shall also be liable for any additional expenses Neumo incurs in pursuing payment for payable Fees (including but not limited to reasonable attorneys' fees and accrued interest). Failure to make timely payment of Fees shall be a material breach of the Agreement and upon reasonable notice to Client, Neumo may suspend providing any Service for Client's failure to timely pay any amount due that is not disputed in accordance with paragraph (e) above.

## 1. CLIENT RESPONSIBILITIES.

a) General. Client is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the System; (ii) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Client-owned workstations; (iii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Client Data and of the means by which Client acquired it; (v) determining if the System and Services are sufficient for its purposes and (vi) ensuring that its use of the System and Services complies with all applicable laws and regulations. Client agrees to use commercially reasonable efforts to prevent unauthorized access to the System and shall notify Neumo immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the System through Client, Client will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by Neumo to prevent or terminate such unauthorized use. "Client Data" means any data or other information which is provided to Neumo by Customer (directly or indirectly) in connection with the Services, including data collected/stored in the System.

b) Data Backup. Throughout the Term of this Agreement, Client will be responsible for backing up all Client Data contained in the System in accordance with standard industry back-up procedures. Neumo shall provide assistance with such efforts as indicated below provided however Neumo will not be responsible for loss of Client Data under any circumstances.

- Neumo has supplied removable media to accomplish a six (6) day rotation of server backups. The System has scheduled server tasks/jobs to perform a Monday-Friday and a weekend nightly backup process to the removable media herein known as the 'Neumo Backup Strategy'. It shall be the Client's responsibility to change this media (i.e. nightly during the work week, Monday-Friday and for the monthly backup) so that the backups are performed accurately. Neumo shall not be liable for any failed backups resulting from the Client's failure to rotate the media, causing the backups to not be performed. The Client can send the Monthly backup media to the Dallas office at 8600 Harry Hines Blvd., Suite 300, Dallas, Texas 75235 to be processed for safe keeping. Neumo shall not be liable for the media that is onsite or stored in the current server location.

## 6. PROPRIETARY RIGHTS



- a) Neumo Technology. Neumo retains sole and exclusive ownership of all right, title and interest in the Products or Services and any modifications thereto, and any related information, documentation or deliverables Neumo provides to Client under this Agreement ("Neumo Technology"). Client is not authorized to use (and shall not permit any third party to use) Neumo Technology or any portion thereof except as expressly authorized by this Agreement. Subject to Client's payment of all Fees due hereunder, Neumo grants to Client a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of Neumo Technology embodied in the Services deliverables, if any, in Client's ordinary course of business, solely as so embodied. The Services rendered by Neumo shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Neumo Technology shall vest solely in Neumo. Client shall not take any action that jeopardizes Neumo's intellectual property rights in the Neumo Technology, nor assume or acquire any right in Neumo Technology except the limited rights specified in this Agreement. All rights not expressly granted to Client by Neumo in this Agreement are reserved exclusively to Neumo. The provisions of this Section shall survive termination of this Agreement.
- b) Ownership, Use, and Return of Data. All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Neumo or otherwise coming into the possession of Neumo in connection with performing the Services or otherwise during the Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by use of the System. Notwithstanding the above, to the extent data is provided by the Client in TIFF IV format per the county's approved data migration path, EDMS registration, and New Jersey State Administrative Code Title 15 Chapter 3 Records Retention, Neumo shall return data in the format in use as of the date of the request, in accordance with Section 3(e) - Data Extraction.

## 7. CONFIDENTIAL INFORMATION.

- a) Confidentiality. The Party receiving information ("Recipient") from the other Party ("Discloser") shall treat the Discloser's information as confidential and proprietary ("Confidential Information") unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient's personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser's Confidential Information using the same degree of care it accords to its own confidential information, which in no event, will be less than a reasonable degree of care; (2) not disclose the Discloser's Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other Party's Confidential Information except to perform its obligations under this Agreement. Recipient may disclose the Discloser's Confidential Information pursuant to a court order or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser's cost, with Discloser to limit the disclosure to the extent permitted by law.
- b) Public Disclosures. Neumo acknowledges that Client is subject to one or more public record/open door act which generally provides that unless exempted under the applicable act, all records relating to a public agency's business constitute "public records or files" and are open to public inspection, disclosure and copying in the manner provided by the applicable public record/open door act. Accordingly, Client will not breach or be considered in violation of this Section if Client needs to disclose Neumo's Confidential Information to



respond to a valid request made under such an act. If Client receives a request under an applicable public records/open door act that requires the disclosure of Neumo's Confidential Information, Client will notify Neumo of the request of the information and if Neumo desires to object, reasonably assist Neumo in seeking to protect the information from disclosure in a court of competent jurisdiction.

c) **Residuals.** As with any person performing their job responsibilities, during the performance of Services under this Agreement Neumo personnel will learn to be more efficient and better at their jobs through learning new ideas, know-how, methods, techniques, processes and skills in providing the Products and Services ("Residuals"). Neumo may use, disclose, and otherwise employ such Residuals in its business (including, but not limited to, providing services or creating similar programming or materials for other customers) without violating this Section. For example, if another customer requests Neumo to implement a similar process to what the Client is using, Neumo may do so and may use the Residuals to provide those similar services to that other customer. The Client shall not assert against Neumo any prohibition or restraint from using the Residuals as outlined in this Section. For the sake of clarity, Residuals exclude Client's Confidential Information and Neumo may only use Client's Confidential Information as set forth in this Agreement.

## 8. WARRANTIES.

a) **Limited Warranty.** Neumo warrants that (i) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and (ii) that the System will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Neumo. The limited System warranty provided in this Section 8(a) shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Neumo; (c) any System component that has been altered or modified by Client or any third party that has not been authorized in writing by Neumo; (d) any System component that is damaged due to the acts or omissions of Client or any third party; (e) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Neumo; or (f) any System failure due to *force majeure* or exposure to unusual physical or electrical stress.

b) **Disclaimer.** THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a) ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES STATED ABOVE, THE SYSTEM AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND CLIENT'S USE OF THEM IS AT ITS OWN RISK. NEUMO DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CLIENT RELEASES AND WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEUMO DOES NOT WARRANT THAT CLIENT'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES NEUMO WARRANT THAT IT WILL REVIEW CLIENT DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CLIENT DATA WITHOUT LOSS. NEUMO SHALL NOT BE LIABLE FOR SYSTEM DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF NEUMO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEUMO DOES NOT WARRANT THAT THE SYSTEMS OR THE SERVICES WILL MEET THE CLIENT'S SPECIFIC REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY CLIENT OR IN COMBINATION WITH OTHER THIRD-PARTY SOFTWARE BEYOND THE THIRD-PARTY COMPONENTS EXPRESSLY APPROVED AS COMPLIANT IN NEUMO PROVIDED DOCUMENTATION. EXCEPT AS TO COMPATIBILITY OF THE LICENSED SOFTWARE AS DESCRIBED IN THE DOCUMENTATION PROVIDED TO



CLIENT BY NEUMO, NEUMO MAKES NO WARRANTIES TO CLIENT WITH RESPECT TO CLIENT'S COMPUTER EQUIPMENT OR SYSTEM SOFTWARE OR ITS CAPACITY. FURTHERMORE, NEUMO DOES NOT WARRANT THAT ANY SYSTEM ERRORS, DEFECTS, OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES NEUMO ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY. NEUMO MAKES NO WARRANTY, AND THE CLIENT ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF ANY DATA AND THE RESULTS, CAPABILITIES, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS. IN NO EVENT SHALL NEUMO BE LIABLE TO CLIENT FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OF THE SOLUTIONS. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

## 9. INDEMNITY.

- a) Intellectual Property Infringement. Neumo shall defend Client from and against any claim, legal action or proceeding brought or made against the Client alleging that the System, when used as authorized under this Agreement, infringes on any copyright, patent, trade secret, or other intellectual property rights of a third party ("Infringement Claim") and shall indemnify and hold harmless Client from and against any damages and costs awarded against Client or agreed in settlement by Neumo (including reasonable attorneys' fees) resulting from such Infringement Claim. The foregoing indemnification obligation of Neumo shall not apply: (1) if the System is modified by any party other than Neumo, but solely to the extent the alleged infringement is caused by such modification; (2) if the System combined with products or processes not provided by Neumo, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the System; (4) to any action arising as a result of Client Data or any third-party deliverables or components contained within the System or (5) if Client settles or makes any admissions with respect to a claim without Neumo's prior written consent. Client acknowledges and agrees that this Section 9 (a) sets forth Client's sole and exclusive remedies as it relates to any claim that arises from or relates to the infringement, misappropriation or violation of proprietary rights by Neumo or the Products or Services.
- b) Mutual Indemnity. Each Party shall indemnify and hold harmless the other Party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying Party.
- c) Conditions of Indemnity. Each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) give the indemnifying Party sole control over the defense and settlement of the claim, (provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld); and (iii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

## 10. LIMITATION OF LIABILITY.

- a) Consequential Damages Waiver. NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR



SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR CLAIMS ARISING FROM CLIENT'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE, SUFFERED BY ANY PARTY OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

b) Liability Cap. EXCEPT FOR (i) CLAIMS ARISING FROM CLIENT'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY OR (ii) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT, EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO NEUMO PURSUANT TO THE APPLICABLE ORDER AND DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT THE CLIENT'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY.

c) Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

**11. NOTICES.** Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be sufficiently given if sent by first class certified, delivered by overnight delivery service (FedEx or UPS), hand delivered by a courier (signature service required), or electronic mail with delivery confirmation enabled. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service or through electronic mail, provided in each case that delivery in fact is affected. Either Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section.

For Neumo:	For Client:
Neumo Group, LLC Attn: Contracts 5860 Trinity Parkway, Suite 120 Centreville, VA 20120  Email: <a href="mailto:contracts@neumo.com">contracts@neumo.com</a> CC: <a href="mailto:crissy.mentel@neumo.com">crissy.mentel@neumo.com</a>	Gloucester County Attn: Mike Sauter 1 North Broad Street Woodbury, NJ 08096  Email: <a href="mailto:msauter@co.goucester.nj.us">msauter@co.goucester.nj.us</a>

**12. INSURANCE.** During the Term of this Agreement, Neumo agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Neumo will provide evidence of coverage on a standard ACORD form certificate of insurance.

**13. ASSIGNMENT.** Neumo may utilize subcontractors to provide the Products and Services. In addition, Neumo may, without the consent of Client, assign or transfer this Agreement to a successor-in-interest in the event of a merger, consolidation or acquisition of any portion of the business of Neumo provided that (a) the



assignee to which this Agreement is assigned or transferred agrees in writing to be bound by the terms and conditions of this Agreement; and (b) Neumo notifies Client of such assignment within a reasonable period of time after it occurs. In all other circumstances, neither Party shall assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other Party.

- 14. FORCE MAJEURE.** Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, internet provider network unavailability/outages, or similar causes beyond the reasonable control of such Party ("Force Majeure Events"). If due to any Force Majeure Events either Party shall be unable to perform any obligation when due, such Party shall promptly notify the other Party of such inability and of the period over which such inability is expected to continue. Affected obligations of the Parties shall be temporarily suspended during the period of the Force Majeure Event and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues for a period of thirty (30) days or more, either Party may terminate this Agreement by written notice to the other.
- 15. EXPORT CONTROL.** Client shall not export or re-export or allow anyone to access or use the Products or related Services outside of the United States without the prior written authorization of Neumo. If approved, Client must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to ensure that neither the Products or related Services are exported, directly or indirectly, in violation of applicable laws.
- 16. RELATIONSHIP OF THE PARTIES.** The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- 17. GENERAL.**
  - a) **Authority to Execute.** Each Party represents and warrants that it has the requisite power and authority to conduct its business and to execute, deliver and perform the obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each respective Party.
  - b) **Injunctive Relief.** The Parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Neumo may not be adequate for protection of Neumo, and accordingly Neumo shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.
  - c) **Waiver.** The failure of either Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.
  - d) **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
  - e) **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions, and



the rights and obligations of Client and Neumo shall be construed and enforced accordingly.

- f) Governing Law. This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
- g) Changes. A Party may request a modification to this Agreement or the Services by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties and will become effective via written modification or amendment executed by authorized contractual representatives of both Parties.
- h) Survival. Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of this Agreement, regardless of the date, cause, or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect.
- i) Order of Precedence. To the extent any terms and conditions included in the main body of this Agreement conflict with the terms and conditions of any document incorporated by reference into the Agreement, the provisions in Sections 1-18 of this Agreement shall control, except where such exhibit, schedule, addendum expressly states the intent to supersede any conflicting terms in the Agreement (provided, however, that the fact that a provision appears in one of those documents but not in another shall not be deemed to be a conflict for purposes of this sentence).

**18. ENTIRE AGREEMENT.** The contents of this Agreement (including Schedule A and any other schedules or attachments that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the Parties with regards to the subject matter hereof and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement.

The Parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives:

**Neumo Group, LLC**

**Gloucester County, New Jersey**

---

Signature

Name:

Title:

Date:

---

Signature

Name:

Title:

Date:

**Attachments:**

**Schedule A –Statement of Work for System Support Services**

**Schedule B –Statement of Work for Digital Processing Services**





**SCHEDULE A****STATEMENT OF WORK FOR SYSTEM SUPPORT SERVICES**

This Schedule A - Statement of Work for System Support Services ("Schedule A") is incorporated into the IT Software and Services Agreement dated January 1, 2026 (the "Agreement") between Neumo Group, LLC ("Neumo"), and Gloucester County, New Jersey ("Client"). Unless defined otherwise in this Schedule A, all capitalized terms shall have the meanings set forth in the Agreement.

**A. PRODUCTS AND THIRD-PARTY ITEMS**

<b>Licensed Products (the "System")</b>	<b>Included Modules</b>
20/20 Perfect Vision™ Land Records Management System (On Premise)	<ul style="list-style-type: none"><li>• Cashiering</li><li>• Indexing/Recording</li><li>• Imaging</li><li>• Searching/Retrieval (Employee &amp; Public in Office)</li><li>• Reporting</li><li>• Military Discharge, Trade Names, Notary Oaths, Maps/Plats, Corrections, Confidential, Real Estate, UCC, Historical Records</li><li>• ID Card Application</li><li>• Property Fraud Alert</li><li>• Neumo Hosted Public Search Website – Land, UCCs, Trade Names, and Maps</li><li>• eRecording</li></ul>

**B. SCOPE OF SERVICES**

Subject to the terms and conditions set forth in the Agreement and Client's payment of all required Fees, Neumo agrees to provide support services ("Support") for the System as follows:

Neumo will provide Support to address general user tickets pertaining to System features and functionality and Defects. Support tickets must be submitted to Neumo through the online customer service portal and will be addressed by Neumo during business hours. With regard to Support Services, "Defect" means an error or malfunction with the System causing the System to not function in accordance with Neumo provided specifications and training. Support includes those upgrades, enhancements, improvements to the System that Neumo makes generally available to its customers from time to time ("Updates"). Updates may include bug fixes, patches, and/or new functionality and features. Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms.

**C. OUT OF SCOPE SERVICES**

The following services are **excluded** from the scope of Support under this Schedule A ("Out of Scope Services"):

- Hardware refreshes/support for third party software.
- Implementation, configuration, integration, or other custom software development services.
- Support for System issues that are not Reproducible or that otherwise fail to meet the criteria of a Defect. "Reproducible" means that the issue that causes the Defect can be re-created or reproduced by Neumo with an unaltered version of the System, indicating that the issue is caused by a bug or other issue inherent to the System, rather than caused by the specific Client environment or use.
- Support for System modifications made by anyone other than Neumo or a person acting at Neumo's direction
- Support for interfaces or third-party products
- Support of the technological environment in which the System is installed
- Support for System issues arising out of Client operating system changes
- Support for hardware or Client owned equipment.
- On-Site Support
- Data Extraction Services

#### D. ASSUMPTIONS

1. The Services set forth in this Schedule A will be performed remotely.
2. All hardware and third-party software is owned/licensed by the Client and not supported by Neumo.
3. Neumo does not guarantee a specific resolution of any or all reported Defects and proposed resolutions may consist of a fix, temporary workaround, or other responses Neumo deems reasonable. Neumo resources will be assigned to the most critical Support tickets first.
4. Neumo is not required to provide any Support occasioned by neglect or misuse of the Systems or equipment, or unauthorized alterations or modifications of the Systems.
5. Subject to the changes provision and upon Client's written request, Neumo may (but has no obligation to) agree to provide Out of Scope Services on a time and materials basis, subject to Client agreeing to pay Neumo's then current fees and charges, including, as applicable, travel and other expenses.
6. To the extent that updates are available, Neumo has an obligation to make System changes in accordance with statutory changes and mandated time frames, provided that Neumo receives timely written notice of such changes sufficient to meet those mandated time frames, at Neumo's sole discretion, and in accordance with the System's program specifications. If a statutory change requires design modifications that exceed forty (40) hours of effort, any additional hours shall be billable to the Client at Neumo's then-current hourly rate.
7. Availability of and access to Updates shall not be construed to entitle Client to new options or features that are sold separately and that are not direct additions to the System to which Customer has a term license pursuant to the Agreement.
8. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection



software and anti-virus software updates on any Client-owned servers and workstations.

9. Client is responsible for providing high speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth. Client shall engage their IT staff to troubleshoot connectivity issues that arise.

**(END OF SCHEDULE A)**



**SCHEDULE B****STATEMENT OF WORK FOR DIGITAL PROCESSING SERVICES**

This Schedule B - Statement of Work for Digital Processing Services ("Schedule B") is incorporated into the IT Software and Services Agreement dated January 1, 2026 (the "Agreement") between Neumo Group, LLC ("Neumo"), and Gloucester County, New Jersey ("Client"). Unless defined otherwise in this Schedule B, all capitalized terms shall have the meanings set forth in the Agreement.

**A. SCOPE OF SERVICES**

During the Term of the Agreement and subject to payment of the fees set forth in Section B below, Neumo will perform the following selected Digital Processing Services. Client may modify its selection for Digital Processing Services via sales order or an amendment to the Agreement.

**1. Image to Film and Duplication**

- Upon request from Client, on a quarterly or monthly basis Neumo will procure from Client the most recently recorded images via electronic file transfers or Client-sent USB drive and create microfilm for images where the original image file is 11" x 17" or less in size and is a bitonal TIF. Image to Film services will be provided for documents recorded into a Neumo system during the Term of this Agreement.
  - o 16mm Film Creation
  - o 35mm Film Creation
- Upon notification from Client, Neumo will provide to Client (or third parties designated in writing by an authorized representative of Client) Diazo or Silver duplicate copies of the 16mm archival roll film of the documents contained in the range of records as requested in writing by Client.

**2. Print Archival Documents**

- Upon request from Client, Neumo will create archival prints of document images provided by Client where the original document dimensions were 11" x 17" or less.
- Neumo will print on Archival quality paper 25% Linen.
- Client will assemble the physical books of the real property documents.

**3. Index Reports**

- Upon request from the Client, Neumo will create the Index Print Reports showing the Client-specific index data elements including Book/Page of Recorded documents.
- Neumo will extract data elements for Date Range requested by Client.
- Index Print Reports are customized by Client for the index data available in the Neumo Recording system.
- Neumo will provide Index Print Reports in the form of an electronic PDF file which can be emailed or printed by the Client.
- If requested by the Client, Neumo can print the Index Print Reports on Laser Paper.



- All deliverables will be based on the pricing set forth herein.
- Client is responsible for all shipping charges if printed reports are requested.



#### 4. Index Verification

- Upon notification from Client, Neumo will provide monthly verification of Client's recordings via remote access. Neumo team will provide a list of errors to Client.
- State of Connecticut clients will be provided with the Connecticut Examination of Indices & Inspections of Land Records Certificate annually.



#### 5. Full-Service Indexing

- Neumo will provide daily full-service indexing via remote access into the Client's Neumo system.
- All indexing will be 100% verified.
- Upon completion, the Client will be notified and, if agreed upon, certification dates will be updated.



#### 6. Map Services

##### Neumo Responsibilities

- Neumo will receive original maps in its Dallas digital processing facility as sent by Client.
- Neumo will reconcile the maps received from Client with the list provided with shipment notification.
- Neumo will scan each map on its wide format scanner rendering 300 dpi bi-tonal Group IV TIF or 300 dpi Greyscale JPG images.
- Neumo will perform a quality control process and remedy poor quality images with image enhancement or re-scan.
- Neumo will print map as simplex. Neumo can print as duplex if desired.
- Neumo will laminate map using non-reflective archival lamination.
- Neumo will custom punch printed laminated maps to fit in custom binders.
- Neumo will create, process and QA the 35mm microfilm prior to boxing and labeling the film.
- Neumo will store the 35mm microfilm in its film vault or the location of the Client's choosing.
- Neumo may index and tag, link and load maps to Client's Neumo system, at the Client's request.
- Neumo will return original maps to Client.

##### Client Responsibilities

- Client will notify Neumo in writing when it ships maps to Neumo's Dallas digital processing facility.
- Client will notify Neumo in writing with any changes to shipping instructions for maps.
- Client is responsible for all shipping costs.



#### 7. Film Storage and Retrieval

- Neumo-processed archival 16mm microfilm will be added to Neumo's film storage facility in sequential order, labeled per Client specifications, and updated on the microfilm inventory report. Neumo will provide microfilm storage for Client during the Term of this Agreement. *Following the Effective Date of the Agreement, if additional rolls of film are placed in storage during the Term of the Agreement, Client will be invoiced for the additional rolls in the next billing cycle.*



- Neumo will store additional microfilm sent by Client. Upon receipt of film from Client, Neumo will test the microfilm for quality and storability and will provide an audit report to Client for all film received and inspected.
- Neumo will provide print or scan on demand services for Clients who store their film in Neumo's film storage facility. Client agrees to pay Neumo a fee for each roll pulled and/or searched, plus a fee per frame printed or scanned. Upon completion of prints or scans, Neumo will return Client's film to storage. Prices quoted are for 25% linen ledger paper. Specialty paper and custom hole punching can be provided with custom quotes at any time.

## B. FEES

Year 1 Fees for the Services set forth in this Schedule B will be based on the following pricing/invoicing schedule. Fees will increase by 7% on an annual basis, escalated on the anniversary of the Effective Date of this Agreement and throughout the Term.

PRICING / INVOICING MATRIX				
	Service	Year 1 Fees	Code	Invoicing
1.	Image to Film – maximum 4,000 frames per roll ( <b>16mm</b> )	\$.15 per frame	GR000297	Upon delivery
	Image to Film – maximum 1,400 frames per roll ( <b>35mm</b> )	\$.50 per frame	GR000048	Upon delivery
	• Diazo Duplication of 16mm Roll Film	\$85.00 per duplicate roll	GR000304	Upon delivery
	• Silver Duplication of 16mm Roll Film	\$105.00 per duplicate roll	GR000058	Upon delivery
2.	Print Archival Documents	\$1.75 per frame scanned or printed (25% linen punched to spec)	GR000026	Upon delivery
3.	Index Reports			
	• Index Report Electronic PDFs	\$.10 per PDF page	GR000040	Upon delivery of Report via email
	• Index Report Print to Paper	\$.35 per page printed	GR000303	Upon shipment of Report
4.	Index Verification per document	\$1,200 per month (Up to 19,200 frames annually) \$.75 per document (any additional frames in excess of 19,200 annually)	GR000028	Monthly in advance  In arrears based on actual volume
5.	Full-Service Indexing	Pricing upon request	GR000024	Monthly in arrears based on actual volume. If paying monthly flat fee, invoiced monthly in advance.



6.	Map Services– includes microfilming, conversion, indexing, linking/loading to System	\$15.00 per map	GR000002	Upon delivery
7.	Film Storage			
	• Film Storage in Neumo's Vault	\$5.00 per roll annually	GR000005	Annually, in advance
	• Film Storage – Additional Rolls <i>(Added during Term of Agreement)</i>	\$5.00 per roll annually	GR000005	Annually, in advance.
	• Film Retrieval First Roll per Request	\$100.00 per first roll	GR000003	Upon shipment of film
	• Film Retrieval Subsequent Rolls per Request	\$15.00 per roll	GR000004	Upon shipment of film
	• Microfilm Document Reprints / Record retrieval, first image	\$3.00 per image	GR000006	Upon delivery
	• Microfilm Document Reprints from retrieval, additional images	\$1.75 per document	GR000026	Upon delivery
<i>All shipping charges at Client's Expense</i>				

## C. ASSUMPTIONS

1. Client will provide or purchase any and all supplies: book binders (with or without embossing), posts, fliesheets, compact book binders (with or without embossing), linen paper, laser printer paper, receipt paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies for scanners, cabling requirements, Internet access, and any other miscellaneous supplies needed. Supplies can be purchased via the following link: <https://www.avenuinsights.com/grm-client-supplies/>
2. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
3. Client will create any record books.
4. Client is responsible for all shipping charges, which will be billed to the Client as incurred.
5. Client will have ten (10) business days after notification by Neumo that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Neumo a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing, via email, to Neumo. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Neumo within ten (10) business days after receipt of notice of delivery, the Services will be



deemed to have been accepted by Client.

(END OF SCHEDULE B)



**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

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

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

Date	Amount	Recipient's Name
	<b>NONE</b>	

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: Neumo Group, LLC \_\_\_\_\_  
Signed: Sabrina Stover Title: CFO  
Print Name: Sabrina Stover Date: 12/31/2025

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

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

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

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

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

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

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

Name of Business Entity: Neumo Group, LLC  
Signed: John Atreus Title: CFO  
Print Name: Sabrina Stover Date: 12/31/2025

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.

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH  
CLEAR CHANNEL OUTDOOR, LLC FROM FEBRUARY 9, 2026 TO  
SEPTEMBER 8, 2026 FOR \$48,837.50**

**WHEREAS**, the County of Gloucester has a need for an advertising campaign to reach out to voters using outdoor bulletin and poster production and Out of Home (OOH) Services; and

**WHEREAS**, the Clerk of Gloucester County recommends that said services be provided by Clear Channel Outdoor, LLC with a mailing address of 9130 State Road, Philadelphia, Pennsylvania 19136; and

**WHEREAS**, the cost proposal of Clear Channel Outdoor, LLC is for \$48,837.50, from February 9, 2026 to September 8, 2026; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$48,837.50, pursuant to C.A.F. No. 26-00396, which shall be charged against budget line-item G-02-24-120-021-20299; 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 the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of 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 Clear Channel Outdoor, LLC for an advertising campaign to reach out to voters using outdoor bulletin and poster production and Out of Home (OOH) Services, February 9, 2026 to September 8, 2026, for \$48,837.50.

**ADOPTED** at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, February 4, 2026 at Woodbury, New Jersey.



**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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**FRANK J. DIMARCO, DIRECTOR**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CLEAR CHANNEL OUTDOOR, LLC**

**THIS CONTRACT** is made effective the 4<sup>th</sup> day of February, 2026, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CLEAR CHANNEL OUTDOOR, LLC** with a mailing address of 9130 State Road, Philadelphia, Pennsylvania 19136, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for an advertising campaign to reach out to voters using outdoor bulletin and poster production and Out of Home (OOH) Services; and

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

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective for the period commencing February 9, 2026 to September 8, 2025.

2. **COMPENSATION.** Vendor shall be compensated in an amount of \$48,837.50, as per Vendor's Sales Contract, Order #1282842-PHI, dated January 6, 2026, attached hereto as Attachment A.

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Sales Contract, Order #1282842-PHI, dated January 9, 2026, attached hereto as Attachment A and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

Additionally, in accordance with Title 19 and under the direct specification of the County Clerk, they may prepare ballot layout proofs for the County Clerk to approve.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

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

**24. CONTRACT PARTS.** This contract shall consist of this document, Vendor's Sales Contract, Order #1282842-PHI, dated January 9, 2026, attached hereto as Attachment A. If there is a conflict between this Contract and/or and the Vendor's Sales Contract, Order #1282842-PHI, dated January 6, 2026, then this Contract shall control.

THIS CONTRACT is dated this 4<sup>TH</sup> day of February, 2026.

**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**

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

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**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**CLEAR CHANNEL OUTDOOR, LLC**

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**NAME:  
TITLE:**

**ATTACHMENT A**

*Vendor's Sales Contract*

**ACCOUNT EXECUTIVE**

Kyle Forst  
KyleForst@clearchannel.com

**CLEAR CHANNEL OUTDOOR, LLC**

9130 State Rd  
Philadelphia, PA 19136

**ORDER #1282842-PHI**

Gloucester County Clerk - 2026 - 02/09/2026

**ADVERTISER**

Gloucester County Clerk (#444213)  
PO Box 129  
Woodbury, NJ 08096-7129

**BILL TO**

Gloucester County Clerk (#444213)  
PO Box 129  
Woodbury, NJ 08096-7129

**PHILADELPHIA****OOH SERVICES**

Deliverable	Product	Display(s)	Start Week	Period Type	Period Rate	Periods	Total Price
Display, Fixed	Bulletin	#PHI010980 - Rt 55 WS 0.6mi S/O Rt 322 F/S - 1 - 10'6" x 36'	2/9/2026	4-Week	\$1,700.00	11.5	\$19,550.00
Display, Fixed	Poster	#PHI081052 - SR 47 WS 0.1mi N/O CR 612 Williamstown Rd F/S - 2 - 10'5" x 22'8"	2/9/2026	4-Week	\$450.00	11.5	\$5,175.00
Display, Fixed	Poster	#PHI099181 - Rt 47 ES 0.1mi N/O High St F/S - 1 - 10'5" x 22'8"	2/9/2026	4-Week	\$450.00	11.5	\$5,175.00
Display, Fixed	Poster	#PHI099211 - Woodbury Rd SS 20ft E/O Evergreen Av F/E - 1 - 10'5" x 22'8"	2/9/2026	4-Week	\$450.00	5.5	\$2,475.00
Display, Fixed	Transit Shelter	#PHI602188 - SR 42 ES 35ft S/O Greentree Rd F/S - 1 - 69" x 48"	2/9/2026	4-Week	\$300.00	11.5	\$3,450.00
Display, Fixed	Transit Shelter	#PHI602280 - SR 47 (Delsea Dr) WS 90ft N/O Narraticon Pkwy F/N - 1 - 69" x 48"	2/9/2026	4-Week	\$300.00	11.5	\$3,450.00
Display, Fixed	Poster	#PHI099104 - Rt 322 SS 0.1mi W/O Tuckahoe Rd F/E - 2 - 10'5" x 22'8"	2/16/2026	4-Week	\$450.00	11.25	\$5,062.50
Display, Fixed	Poster	#PHI099213 - E Red Bank Av SS 0.1mi W/O Evergreen Av F/E - 2 - 10'5" x 22'8"	7/13/2026	4-Week	\$450.00	1.0	\$450.00
Display, Fixed	Poster	#PHI099211 - Woodbury Rd SS 20ft E/O Evergreen Av F/E - 1 - 10'5" x 22'8"	8/10/2026	4-Week	\$450.00	5.0	\$2,250.00

## PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Total Price
Philadelphia: \$125 each. NJ tax on production	2/9/2026	10	\$125.00	\$1,250.00
Philadelphia: \$75 each, plus NJ tax	2/9/2026	2	\$75.00	\$150.00
Philadelphia: \$400, for Rt 55 board. NJ tax on production	2/9/2026	1	\$400.00	\$400.00

## COMMENTS

Our records indicate that a tax-exempt certificate has been provided on your behalf to one or more Clear Channel markets associated with this contract. Based on that certificate, taxes were omitted from this contract. If the certificate is no longer valid or is not valid with respect to a specific market or for specific services, applicable taxes will be added to your invoice and you will be responsible for payment of such taxes.

## SUMMARY

Description	Cost
OOH Services	\$47,037.50
Production Services	\$1,800.00
<b>TOTAL</b>	<b>\$48,837.50</b>

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

## DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Philadelphia		9130 State Rd, Philadelphia, PA, 19136		(215) 827-1100
Philadelphia	Atlantic City inventory	209 S 15th St, Millville, NJ, 08332		(215) 827-1100
Philadelphia	Wilmington, DE inventory; New Castle and Kent County; plus all NJ Premier Panels starting with panel ID '08'	24 Germay Dr, Wilmington, DE, 19804		(302) 658-5520

 **TERMS & CONDITIONS**
**1. DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below:

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.  
 "Campaign" shall mean the advertising services described in the Contract.  
 "CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.  
 "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.  
 "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.  
 "Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.  
 "Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.  
 "Customer" shall mean the advertiser and any agency or buying service named in the Contract.  
 "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.  
 "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.  
 "Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.  
 "Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.  
 "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.  
 "Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).  
 "Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).  
 "Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

**2. PAYMENT**

- Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- Payments made by credit card and virtual credit card may be subject to a surcharge.
- Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to [ccbilling@clearchannel.com](mailto:ccbilling@clearchannel.com) within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

**3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES**
**3.1 OF CUSTOMER**

- Customer represents and warrants to Clear Channel that:
  - at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations.
  - Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
  - if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
  - if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

**3.2 OF CLEAR CHANNEL**

- Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
- Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
- Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
- For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
- Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.

h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

**3.3 SANCTIONS COMPLIANCE**

- OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
- OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

**3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE**

- Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
  - The US Foreign Corrupt Practices Act 1977; and
  - Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
- Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

**4. CONTENT, PRODUCTION AND DELIVERY**
**4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS**

- "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

#### 4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

#### 4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

#### 4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopadic Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

#### 4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

#### 5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

#### 6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

#### 7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

#### 8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

- g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.
- h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

# TERMS AND CONDITIONS FOR PRODUCTION AND/OR CREATIVE DESIGN SERVICES

These Terms and Conditions ("Terms") govern the provision of production and/or creative design services (the "Services") by Clear Channel Outdoor, LLC ("CCO") to you ("Customer"). If you are entering into these Terms on behalf of a company, you represent and warrant that you are an authorized signatory for your company, and all subsequent references to "you" shall mean the company on whose behalf you are agreeing to these Terms. Your use of the Services constitutes your acknowledgment that you have the legal authority to bind yourself to these Terms. You acknowledge and agree that you have read and are hereby bound by these Terms and agree to comply with all applicable laws, regulations and/or rules with regard to your use of the Services. These Terms are incorporated into the contract between CCO and Customer for Services (the "Contract").

## 1. Services, Content, Production and Delivery.

a. Services. CCO shall deliver the results of the production and/or creative design services (the "Deliverables") as set forth in the Contract. Customer shall deliver any Customer Content to CCO by such deadline as required by CCO. All Customer Content shall meet any formatting requirements or other technical specifications provided by CCO. CCO may require additional time for the delivery of Customer Content as required under the circumstances, or if the Customer Content does not conform to CCO's formatting requirements and technical specifications. If CCO is providing creative design services, CCO agrees to provide up to three (3) sets of revision at no cost to Customer. Any further creative work undertaken by CCO shall incur additional fees at CCO's then standard rates. "Customer Content" means all materials, information, artwork, images, displays, illustrations, reproductions, and similar information provided by Customer for use in the preparation of and/or incorporation in the Deliverables. "Production Services" refers to the services associated with printing the advertising creative on vinyl or other material. "Creative Design Services" refers to the services associated with creating and designing content and imagery for the advertising creative.

## 2. Customer's Obligations

For Services provided hereunder, Customer agrees to promptly: (a) provide clear instructions and Customer Content to CCO within the timeframe requested by CCO; (b) provide Customer Content in a format and resolution reasonably required by CCO; (c) provide finished and proofread Customer Content in a form suitable for reproduction or incorporation into the Deliverables; and (d) proofread Deliverables. At various stages throughout the Term of this Contract, CCO may ask Customer to confirm acceptance of any aspect of the Deliverables. Acceptance is important as it will be relied on by CCO in the course of fulfilling its obligations under this Contract. Any modification, change or update (collectively, "Modification") by Customer to any aspect of the Deliverables after Customer's acceptance may affect the Fees and result in the delay of completion of the final Deliverables. Any such Modification shall not relieve Customer from any obligations under any other Contract between Customer and CCO.

## 3. Fees; Invoicing

In consideration of Customer's receipt of the Services hereunder, Customer shall pay the applicable fees invoiced by CCO (the "Fees"). Customer shall pay any additional charges for changes to the Services or Deliverables requested by Customer which are outside the scope of Services. In the event of any such changes, CCO may extend or modify any delivery schedule or deadline noted on the Contract. CCO will invoice Customer on a monthly basis in arrears for the Fees which shall be due and payable 15 days from the receipt of invoice. Payments made more than 15 days after the due date will be subject to a past due charge of 1.5% per month (or the highest amount permitted by law, whichever is less). The Fees exclude applicable taxes for the Services performed by CCO in accordance with these Terms.

## 4. Intellectual Property Rights

All Services provided by CCO hereunder shall be for the exclusive use of Customer. Customer acknowledges and agrees that CCO Materials are a valuable asset to CCO and such materials are and shall remain the sole and exclusive property of CCO. Notwithstanding the foregoing, and subject to Customer's payment of all Fees for the Services, CCO grants Customer a non-exclusive, worldwide, royalty-free license to use any CCO Materials incorporated into the Deliverables solely for utilizing the Deliverables for their intended purpose. Except for the rights expressly granted herein, this Contract does not transfer from CCO to Customer any CCO Materials or other intellectual property of CCO, and all rights, titles and interests in and to the same shall remain solely with CCO. "CCO Materials" means any data, images, programming, computer code, proprietary software, methodologies, techniques, tools, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials made, conceived, licensed, or developed by CCO prior to the effective date of the Contract, or after the effective date of the Contract and outside the scope of the Contract.

Subject to full payment under this Contract, all intellectual property rights to any Deliverables (but expressly excluding rights to Third Party Materials and CCO Materials) developed by CCO pursuant to this Contract shall belong to Customer. OWNERSHIP TO THE DELIVERABLES IS VESTED WITH CUSTOMER ONLY WHEN FULL PAYMENT IS RECEIVED BY CCO. CCO IS THE OWNER OF ALL MATERIALS CREATED FOR CUSTOMER UNTIL FULL AND FINAL PAYMENT IS RECEIVED. Such Deliverables shall be deemed to be a "work made for hire." To the extent any such Deliverable is determined not to be "work made for hire," CCO hereby irrevocably and exclusively assigns, transfers and conveys to Customer all intellectual property rights, in and to any and all such Deliverables.

It is agreed by CCO and Customer that any Third-Party Materials must be approved and purchased or licensed by Customer. Customer shall assume responsibility for and ownership of all purchased Third-Party Materials. Any costs related to Third-Party Materials shall be deemed Fees under the Contract. After the Deliverables have been delivered to Customer, CCO will not be held liable or responsible for any unlawful use or alteration of Third-Party Materials by Customer. "Third-Party Materials" means proprietary third-party materials which are incorporated into the Deliverables, including without limitation stock photography and illustration.

## 5. Representations and Warranties; Disclaimer

a. Customer Representations and Warranties. Customer represents and warrants that: (i) Customer has full corporate power and authority to enter into this Contract and to carry out its obligations hereunder; and (ii) any Customer Content furnished by or on behalf of Customer to CCO for inclusion in the Deliverables are owned by Customer (or Customer has permission from the rightful owner to use such materials) and will not violate, infringe, or misappropriate any rights of any third party, and Customer will hold harmless, protect and defend CCO and its subcontractors from any suit or claim arising from the use of such materials.

b. CCO Representations and Warranties. CCO represents and warrants that: (i) it will perform the Services in a professional and workmanlike manner, and (ii) except for Third Party Materials and Customer Content, the Deliverables shall be the original work of CCO and, to the best of CCO's knowledge, the Deliverables do not infringe the rights of any party and will not violate the rights of third parties.

c. No Other Warranties. TO THE EXTENT PERMITTED BY LAW, CCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

## 6. Indemnification

a. By CCO. CCO shall defend, hold harmless and indemnify Customer, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "Customer Indemnitees") from and against any losses, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "Damages") incurred by the Customer Indemnitees from any claim of a third party resulting from CCO's breach of any representation, warranty or covenant in this Contract.

b. By Customer. Customer shall defend, hold harmless and indemnify CCO, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees (the "CCO Indemnitees") from any and all Damages incurred by the CCO Indemnitees from any claim of a third party resulting from (i) Customer's breach of any representation, warranty or covenant in this Contract, (ii) CCO's use of Customer Content, and (iii) use by Customer of Third Party Materials or Deliverables beyond their intended and authorized use.

## 7. Limitation of Liability; Disclaimer

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY HEREUNDER EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TERMS REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. Term; Termination

a. Term. The Contract shall continue in effect until the completion of the Services.

b. Termination by CCO. The Contract may be terminated by CCO if: (i) Customer breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach, or (ii) any monies to be paid by Customer to CCO are past due by more than 30 days. Upon any termination under this section, CCO shall be compensated for the Services performed through the effective date of termination.

c. Termination by Customer. The Contract may be terminated by Customer if CCO breaches any material provision of these Terms and fails to cure such breach within 10 days of notice of such breach. Upon such termination, CCO shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a refund of any fees pre-paid for Services and Deliverables not provided prior to the effective date of termination.

## 9. Miscellaneous

a. Governing Law; Venue. It is agreed that the laws of the State of New York shall govern the construction and interpretation of these Terms and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to these Terms.

b. Subcontracting. Customer acknowledges and agrees that CCO may use contractors and consultants to perform the Services hereunder; provided, that CCO's use of a contractor or consultant shall not release CCO from any duty or liability to fulfill its obligations under these Terms.

c. Assignment. Customer may not assign or transfer the Contract without first obtaining the written consent of CCO.

d. Survival. The parties' rights and obligations under Sections 3, 4, 5, 6 and 7 shall survive termination or expiration of the Contract.

e. Entire Understanding. These Terms and the Contract contains the entire understanding between the parties relating to the Services and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and CCO.

f. Relationship. The relationship between Customer and CCO created by the Contract shall be one of independent contractors, and neither party shall be deemed an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Customer and CCO.

g. Waiver. The failure of CCO or Customer to enforce any of the provisions of these Terms shall not be construed as a general relinquishment or waiver of that or any other provision. The invalidity or unenforceability of any portion of these Terms shall not affect the remaining provisions hereof.

h. Notices. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and CCO at the addresses listed in the Contract.

i. Force Majeure. If either party is unable to fulfill its obligations hereunder or unable to fulfill its obligations in a timely manner as a result of a Force Majeure Event (excluding the failure to make payments as required hereunder), such failure will not be treated as a breach of the Contract, provided that the party promptly informs the other party of the reason or reasons for such delay. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, pandemic, or similar act of God or a strike, lockout, similar labor dispute, or other factors or forces outside of the parties' reasonable control.

## SIGNATURES

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Gloucester County Clerk

Clear Channel Outdoor, LLC

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*Signature*

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*Signature*

---

*Name*

---

*Name*

---

*Date*

---

*Date*

**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: Clear Channel Outdoor  
Signed: Kyle D. Fort Title: Sr. Account Executive  
Print Name: Kyle D. Fort Date: 1/1/26

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.

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

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

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

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

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

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

Date	Amount	Recipient's Name
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<hr/>	<hr/>	<hr/>

None

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

Name of Business Entity: Clear Channel Outdoor  
Signed: John P. Forst Title: Sr. Account Executive  
Print Name: John P. Forst Date: 1/9/26

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

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

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

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

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

# County of Gloucester Purchasing Department

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

Pg

**SHIP TO**  
GLOUC. CO COUNTY CLERK  
1 N. BROAD ST. BASEMENT AREA  
WOODBURY, NJ 08096  
856-853-3233 (COURTHOUSE)

**VENDEDOR**  
CLEAR CHANNEL OUTDOOR  
9130 STATE ROAD  
PHILADELPHIA, PA

VENDOR #: CLEAR020

SALES TAX ID # 21-6000660

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 26-00396

ORDER DATE: 01/16/26

REQUISITION NO: R6-00245

DELIVERY DATE:

STATE CONTRACT: EXEMPT

ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	OUTDOOR BULLETIN & POSTER PRODUCTION AND SERVICES THAT START WEEK OF 2/9/2026 - 8/10/2026 WITH A PERIOD TIME TYPE 4 - WEEK  TOTAL COST: \$44,837.50  PASSED BY RESOLUTION 2/4/26 TERM: 2/9/26 - 8/10/26	G-02-24-120-021-20299 Other Outside Services	48,837.5000	48,837.50

TOTAL 48,837.50

CLAIMANT'S CERTIFICATE & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		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.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
<b>X</b>			
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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**