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

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the February 16, 2022 regular meeting minutes as well as the February 5 and February 12, 2022 budget meeting minutes.

PROCLAMATIONS

P-1 Proclamation in Honor of Society for Poets of Southern New Jersey, Inc. in recognition of their 42nd Anniversary. (Director DiMarco previously presented this proclamation on February 25, 2022).

PUBLIC HEARING AND ADOPTION

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK PURSUANT TO N.J.S.A. 40A:4-45.14.

Final adoption of this Resolution will allow the County to use 3.5% in calculating its budget cap, and allow the County to “bank” or use in future years any amounts not needed in 2022. This was introduced at the February 16, 2022 Commissioners’ Meeting and will allow the County to bank unused allowances in its budget calculations given the County being substantially below the allowable cap on appropriations in future years.

INTRODUCTIONS

INTRODUCTION OF THE 2022 BUDGET


This Resolution introduces the 2022 County Budget, and schedules a public hearing on the budget for Wednesday, April 6, 2022. This introduction includes a $0.00 increase in the amount to be raised by taxation and a projected decrease of at least a penny on the County tax rate for the second year in a row.

INTRODUCTION OF BOND ORDINANCE

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $46,346,877 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $17,647,125; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

Introduction of this Bond Ordinance authorizes the issuance of $17,647,125.00 in bonds or bond anticipation notes to finance the acquisition of various capital equipment, and the completion of various capital improvements, the majority of which are for educational infrastructure for the next generations’ educational opportunities and labor demand. A public hearing on the bond ordinance is scheduled for Wednesday, April 6, 2022.

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

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS


This Resolution will ratify the Collective Bargaining Agreement and the terms therein between the Gloucester County Board of Commissioners, the Sheriff of Gloucester County, and Gloucester County Sheriff Officer’s Association-PBA Local No. 122. This Agreement encompasses those employees of the Sheriff’s Office represented by PBA Local No. 122, and shall be effective from January 1, 2019 to December 31, 2024.

A-2 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY MENTAL HEALTH BOARD.

This Resolution will appoint Katie Doyle to the Gloucester County Mental Health Board in accordance with N.J.S.A. 30:9A-3, for a three-year term commencing January 1, 2022 and terminating December 31, 2024.

A-3 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH TENEX SOFTWARE SOLUTIONS, INC. FROM MARCH 2, 2022 TO MARCH 1, 2023 FOR $83,825.00.

This Resolution authorizes a contract with Tenex Software Solutions, Inc., for the purchase of NJ training content for poll worker training and the necessary platform license, as per Vendor’s Quotes, dated February 7, 2022 and February 8, 2022, for $83,825.00. This contract is funded from 2020 capital funds. C.A.F. No. 22-01234 has been obtained to certify funds.

A-4 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH EFFECTV (A COMCAST COMPANY) FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $120,000.00.

This Resolution authorizes a contract with Effectv for use by Economic Development, Health and Senior Services, Veterans’ Services, Clean Communities, Human & Special Needs, Prosecutor’s Office, County Clerk and other various departments for 2022 Gloucester County Public Information and Promotional Initiatives using Live TV Commercials, Live TV Impressions and Targeted Video On-Demand/Streaming TV Commercials to Adults 18+ from January 1, 2022 to December 31, 2022 in an amount not to exceed $120,000.00. The 2022 Promotional Initiatives included but not limited to: COVID and Flu Vaccines, Information regarding Senior Services, Veterans Affairs, Animal Shelter, Tire Amnesty, Park Events, Veterans/Memorial Day, Job Fair, Disability Employment Fair, Candlelight Vigil, Senior Picnic, Shop Local. This Resolution is 100% grant funded.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MARCH 13, 2022 TO MARCH 12, 2024 IN AN AMOUNT NOT TO EXCEED $750,000.00 PER YEAR.

This Resolution authorizes the County to exercise the option to extend the contract with South State Materials, LLC, the lowest, responsible, responsive bidder for milling and profiling services as per PD-20-001, for the final two-year term from March 13, 2022 to March 12, 2024 in an amount not to exceed $750,000.00 per year.

B-2 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH T&M ASSOCIATES.

This Resolution authorizes an amendment to the contract with T&M Associates (“T&M”) relative to construction management and inspection services for the resurfacing of Fries Mill Road from Route 42 to Hurffville-Cross Keys Road. This Amendment is due to delays experienced beyond the contractor's control. The amount of $17,635.73 accounts for T&M’s CM/CI efforts spent during the additional 15 working days. In addition, T&M is required to be on site an additional two days to inspect the installation of loop detectors at the Route 42 and Fries Mill Road intersection and for the relocation of six pedestrian push buttons at the Watson Drive and Hurffville-Cross Keys Road intersections of Fries Mill Road. An additional amount of $1,670.43 is necessary for the electrical item inspections, thereby increasing the contract by $19,306.16 and resulting in a new total contract amount of $97,268.91. C.A.F. Number 21-03344 has been obtained to certify funds. This Project is fully funded by a federal grant.
B-3  RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC.

This Resolution authorizes Change Order 01-Final to decrease the contract with the lowest, responsible, responsive bidder Zone Striping, Inc. by $126,045.91 for the 2019 Federal Aid Roadway Safety Project, known as Engineering Project 19-08FA. This decrease is due to final adjustment of quantities, resulting in a new total contract amount of $522,287.86.

B-4  RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC.

This Resolution authorizes Change Order 01-Final to decrease the contract with the lowest, responsible, responsive bidder R. E. Pierson Construction Co., Inc. by $36,438.07, regarding the Rowan Fossil Park Demolition, known as Engineering Project 21-05. This decrease is due to adjustment reductions based on final as-built quantities, resulting in a new total contract amount of $319,289.18. This Project is State aid funded.

B-5  RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH CLIFTONLARSONALLEN, LLP TO INCREASE THE CONTRACT AMOUNT BY $175,000.00 RESULTING IN AN AMOUNT NOT TO EXCEED $940,500.00 FROM MAY 12, 2021 TO MAY 11, 2022.

This Resolution authorizes an amendment to a prior contract with CliftonLarsonAllen, LLP due to the administration and implementation of services in connection with the American Rescue Plan allocated by the US Treasury ERA-2 Program. It is necessary to increase the contract by $175,000.00, resulting in an amount not to exceed $940,500.00 through May 11, 2022. The funding will be used to provide rental relief to landlords and tenants through the COVID-19 Emergency Rental Assistance Program (CVERAP). The County launched this program through the ERA-1 program and the ERA-2 program continues to provide financial assistance toward unpaid rent/utility bills for low and moderate income renter households in Gloucester County that have been impacted by the COVID-19 pandemic. Not less than 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs including arrears and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS
COMMISSIONER DICARLO
DEPUTY DIRECTOR SIMMONS

C-1  RESOLUTION AUTHORIZING A CONTRACT AND RELATED SALES AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2022 TO MARCH 26, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00.

This Resolution authorizes a contract with Johnson Controls Security Solutions, LLC for maintenance and installation of the proprietary Security Access Control System at specified County facilities, and for new software updates, modifications, security upgrades, deletions and additions. This project is being funded from 2020 capital funds.

C-2  RESOLUTION AUTHORIZING A CONTRACT WITH COOPER MONUMENT COMPANY FROM FEBRUARY 5, 2022 TO FEBRUARY 4, 2024.

This Resolution authorizes a contract with Cooper Monument Company, the lowest, responsible, responsive bidder, for the engraving of niche covers at the Gloucester County Veterans Memorial Cemetery and is inclusive of all labor and materials required as per bid specifications PD-022-010. The County has the option to extend this contract for one (1) two-year term or two (2) one-year terms. There is no cost to the County as payment to Cooper Monument is made by the families of the deceased.

C-3  RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 IN AN AMOUNT NOT TO EXCEED $60,000.00.

This Resolution authorizes a contract with Cooper University Hospital, which submitted the lowest responsive proposal. The County is required to have a medical director as part of the regional EMS services program, and thereby requested proposals as per RFP-22-034. Upon evaluation of the most advantageous proposal, it is recommended the contract be awarded to Cooper University Hospital, Division of EMS/Disaster Medicine with an address of 1 Cooper Plaza, Keleman 152, Camden, New Jersey 08103.
D-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022.

This Resolution authorizes the execution of contracts with various service providers for the provision of senior citizen programs and services as per RFP-22-040, from January 1, 2022 to December 31, 2022, as follows:

- **Grant Agreement 021 - Borough of Glassboro,** for Assistance to Municipal Centers, in an amount not to exceed $124,100.00 (Grant funds-IIIB: $11,500.00; Local Public Match: $112,500.00; Client donation: $100.00).

- **Grant Agreement 022 - Rowan,** for Stress Busting for Caregivers, in an amount not to exceed $23,950.00 (Grant funds-IIID: $15,798.00; Local Public Match: $8,052.00; Client donation: $100.00).

- **Grant Agreement 034 - Rowan,** for the Community Service Corp Wellness Program, in an amount not to exceed $8,320.00 (Grant funds-IIIB: $5,300.00; Local Public Match: $2,920.00; Client donation: $100.00).

- **Grant Agreement 065 - GC Division of Social Services,** for Adult Protective Services in an amount not to exceed $161,122.00 (Grant funds-APS: $158,652.00; Local Public Match: $2,470.00).

- **Grant Agreement 081 - Rowan,** for the Friendly Visitor-Reading & Writing Program, in an amount not to exceed $5,620.00 (Grant funds-IIIB: $2,500.00; Local Public Match: $3,020.00; Client donation: $100.00).

- **Grant Agreement 089 - Visiting Angels,** for Personal Care services, in an amount not to exceed $46,200.00 (Grant funds -IIIB: $46,000.00; Local Match: $0; Client donation: $200.00).

D-2 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS WITH CENTER FOR FAMILY SERVICES, INC., JOSEPH’S HOUSE OF CAMDEN, LLC, AND VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.

This Resolution authorizes amendments to modify contract amounts with the following entities (grant funded) through December 31, 2022:

- **Center for Family Services, Inc.:** This amendment will decrease the current contract amount of $38,710.00 by $5,934.00, resulting in a new contract amount not to exceed $32,776.00 for the 2nd year term of contract, for the provision of Sheltering Services for Emergency Placement of Pregnant or Parenting Women at Mother Child Residential, as per RFP-21-012 from January 1, 2022 to December 31, 2022 with the option to extend the contract term for one (1) additional term.

- **Joseph’s House of Camden, LLC:** This amendment will increase the current contract amount of $30,000.00 by $8,088.00, resulting in a new contract amount not to exceed $38,088.00 for the provision of day and night emergency motel/hotel placements for single individuals as per RFP-21-012, from January 1, 2022 to December 31, 2022, with the option to extend the contract for one (1) one additional term.

- **Volunteers of America, Delaware Valley, Inc.:** This amendment will increase the current contract amount of $51,290.00 by $13,485.00, resulting in a new contract amount not to exceed $64,775.00 for the 2nd year term of the contract, for the provision of Emergency Shelter at Eleanor Corbett House, 24 Hour Supervision, Case Management, Supportive Services and Transportation as per RFP-21-012 from January 1, 2022 to December 31, 2022, with the option to extend the contract term for one (1) one additional term.

E-1 RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH COMPUTER SQUARE, INC. D/B/A CSI TECHNOLOGY GROUP FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $134,651.40.

This Resolution authorizes a purchase contract with Computer Square, Inc. D/B/A CSI Technology Group for proprietary InfoShare software maintenance, Microsoft Azure maintenance and cloud services, and eDiscovery cloud services for the County Prosecutor’s Office, from January 1, 2022 to December 31, 2022 for a total amount of $134,651.40. C.A.F. Number 22-01324 ($3,600.00), Number 22-01325 ($20,000.00), and Number 22-01326 ($12,762.85) have been obtained to certify funds in the amount of $36,362.85 for the first quarter payment due as per contract terms, with the remaining balance due to be encumbered upon approval of the 2022 County budget.
E-2  RESOLUTION AUTHORIZING EXECUTION OF THE TITLE IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT AND ACCEPTANCE OF FUNDS FOR THE PERIOD OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 FOR $435,075.00.

This Resolution will authorize execution of the annual Title IV-D NJKIDS Reimbursement Agreement with the New Jersey Division of Family Development. The Agreement sets forth the performance standards and reimbursement procedures for the Sheriff's Office regarding arrest services where bench warrants pertaining to child support and paternity matters have been issued. These Statewide Agreements are available to all 21 County Sheriffs. The FY 2020 Title IV-D NJKIDS Reimbursement Agreement will provide the Gloucester County Sheriff's Office up to $435,075.00 in reimbursement funds for said arrest services performed during the period October 1, 2020 to September 30, 2021.

F-1  RESOLUTION DETERMINING THE ANNUAL APPROPRIATION REGARDING THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY SYSTEM FOR THE YEAR 2022.

This Resolution will set forth the annual appropriation for maintenance and upkeep of the County Library for the year 2022. In accordance with N.J.S.A. 40:33-9, the Board of County Commissioners determines a sum sufficient for the establishment and, annually thereafter, for maintenance of the Library, with the sum certified by the Board of County Commissioners to the County Board of Taxation. A tax amount is then apportioned among the municipalities receiving the benefits, and assessed, levied and collected in the manner provided by law for the maintenance of the Library. The library tax levy is flat with no increase in the amount to be raised and will likely be a tax rate reduction similar to the 2022 County tax budget.

Old Business

New Business

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

Adjournment
10:00 a.m. Saturday, February 5, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement
Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on Monday, January 31, 2021 at 2:01 p.m.

Roll Call

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Changes to the Agenda

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

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DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

Commissioner Konawel arrived at 10:13 a.m.

Discussion of the proposed 2022 Gloucester County budget: Overview, Operating, and Capital.

Administrator Bruner gave an overview highlighting the following:

Highlights and Overview
- Economy and tax base: sizable tax base with diverse economy
- Healthy financial position and operations
- Declining debt burden and pension
- IDA – Storm Emergency
- COVID-19 – Megasite -- vaccination
- Debt issue and refinance
- Shared Services
- Regionalized Services (municipal budgetary savings by services 2021)
• County to County Shared Services Revenue
• Intra-County Shared Services Analysis
• Attrition program
• Analysis of the County Correctional facilities
• Amount to be raised by taxes ($0 increase)
• Ratables
• Grants and Revenue Analysis
• Surplus Trends & Projections

Operating Budget

• Group & Other Insurance trends
• Pension trends and costs
• Total Salary & Wage trends
• Salary and Wages – non-union management follows the CWA contract for raise increases
• Overtime
• Total operating expense trends

Capital Budget

• Total capital expense trends
• Total debt trend
• Capital purchases and projects requested
• Overview of capital requests per department

Public portion (time limit of five (5) minutes per person, per public portion)

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Time: 12:03 p.m.
2022 BUDGET PRESENTATION
2021 HIGHLIGHTS & OVERVIEW
Current on all pension obligations

Continue to seek grant funding and reduce long term borrowing ($93.6M in Grants in 2021)

Declining Debt Burden and Pension

Liquidity – healthy cash position and aggressively reduce investments although rates declined

Healthy reserves expected to grow which assists the county’s rating

County consistently meets projections through active management of operations

Healthy Financial Position and Operations:

Expansion at RCSI

Inspiria – new facility in Mill Creek Hill

Amazon

Rowan University

Economy and tax base: Sizable tax base with diverse economy

2021 HIGHLIGHTS AND OVERVIEW
2021 HIGHLIGHTS AND OVERVIEW
SHARED SERVICES
<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Location</th>
<th>Contact</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Water</td>
<td>Residential</td>
<td>Gloucester</td>
<td>508-695-1234</td>
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<tr>
<td>Sewer</td>
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<td>Gloucester</td>
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<tr>
<td>Street</td>
<td>Stormwater</td>
<td>Gloucester</td>
<td>508-695-1234</td>
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<tr>
<td>Garbage</td>
<td>Recycling</td>
<td>Gloucester</td>
<td>508-695-1234</td>
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</table>

*Note: All services are provided by the Boston Metropolitan Region County Services.*
Shrinking the Size of Government
<table>
<thead>
<tr>
<th>Year</th>
<th>4.56</th>
<th>4.58</th>
<th>4.76</th>
<th>4.92</th>
<th>5.00</th>
<th>4.38</th>
<th>2020 Total</th>
</tr>
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<td></td>
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<td></td>
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</table>

### 2021 Total

- **Revenue:**
  - Property Taxes
  - Sales Tax
  - Other

- **Expenditures:**
  - General Services
  - Public Safety
  - Transportation
  - Parks and Recreation
  - Other

- **Debt Service:**
  - Principal
  - Interest

- **Total:**
  - General Fund
  - Capital Projects Fund
  - Debt Service Fund
  - General Obligation Bond Fund
  - Enterprise Fund

---

**Affirmation for 2021 / 2022 Budget**

---

**Note:** The table above represents the financial budget for the years specified, detailing revenues, expenditures, debt service, and total budget figures for each fiscal year.
<table>
<thead>
<tr>
<th>NET SAVINGS TO DATE (ATL)</th>
<th>2016-02-24</th>
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<tbody>
<tr>
<td>3,166,426,068</td>
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### Detailed Breakdown

<table>
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<th>Amount</th>
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<td>Financial Services</td>
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<td>Interest Earned</td>
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<tr>
<td>Total Savings</td>
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</tr>
<tr>
<td>Residential Services</td>
<td></td>
</tr>
<tr>
<td>Heating &amp; Cooling</td>
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<tr>
<td>Lighting &amp; Electrical</td>
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<tr>
<td>Home Repair &amp; Maintenance</td>
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<td>Transportation</td>
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<td>Communication</td>
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<tr>
<td>Personal &amp; Family</td>
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<tr>
<td>Medical &amp; Dental</td>
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<tr>
<td>Recreation &amp; Travel</td>
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<tr>
<td>Education &amp; Training</td>
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<tr>
<td>Other</td>
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<tr>
<td>Total</td>
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**Projected Net Savings 2014 to 2022**

**Recognized Corporation Savings Meta**
RETRAJECTIVE LOOK BACK
NEW CONSTRUCTION TRENDS

EQUALIZED VALUE AS

TAX RATE ANALYSIS

RATABLE TRENDS
<table>
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<tr>
<th>Yearly Increase</th>
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<td>2.202</td>
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<td>0.44</td>
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<td>0.40</td>
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<tr>
<td>0.30</td>
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<tr>
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<td>0.10</td>
<td>0.002</td>
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<tr>
<td>0.09</td>
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**Analysis of Tax Rates 2022**
<table>
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<th>%</th>
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<th>Change in Value</th>
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<tbody>
<tr>
<td>2%</td>
<td>563,687.39</td>
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<tr>
<td>3%</td>
<td>573,469.46</td>
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<tr>
<td>4%</td>
<td>521,964.19</td>
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<tr>
<td>5%</td>
<td>502,440.99</td>
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<tr>
<td>6%</td>
<td>482,917.70</td>
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<tr>
<td>7%</td>
<td>462,395.40</td>
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<tr>
<td>8%</td>
<td>441,873.10</td>
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<tr>
<td>9%</td>
<td>421,350.80</td>
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<tr>
<td>10%</td>
<td>400,828.50</td>
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<tr>
<td>11%</td>
<td>380,306.20</td>
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<tr>
<td>12%</td>
<td>359,783.90</td>
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<tr>
<td>13%</td>
<td>339,261.60</td>
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**County Tax Ratables**

**Analysis of Equaledized**
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<thead>
<tr>
<th>County</th>
<th>2020 (in millions)</th>
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<th>2021 (in millions)</th>
<th>% Change 2020-2021</th>
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<tr>
<td>Hudson</td>
<td>108.8</td>
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<tr>
<td>Mercer</td>
<td>108.8</td>
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<tr>
<td>Atlantic</td>
<td>94.5</td>
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<td>Union</td>
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<td>108.0</td>
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<tr>
<td>Ocean</td>
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<td>Cape May</td>
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<tr>
<td>Year</td>
<td>%</td>
<td>Change</td>
<td>New Construction (M)</td>
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<tr>
<td>2021</td>
<td>12</td>
<td>94.4%</td>
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<td>2020</td>
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<td>2019</td>
<td>96</td>
<td>32.3%</td>
<td>3369</td>
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<td>2018</td>
<td>101</td>
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<td>6654</td>
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<td>2017</td>
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<td>8816</td>
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<td>2016</td>
<td>121</td>
<td>70.9%</td>
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<td>2015</td>
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<td>2014</td>
<td>141</td>
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<td>2013</td>
<td>151</td>
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<td>2012</td>
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<td>2009</td>
<td>191</td>
<td>0.1%</td>
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<td>2008</td>
<td>201</td>
<td>20%</td>
<td>201</td>
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<td>2007</td>
<td>211</td>
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GRANTS & REVENUE ANALYSIS
SURPLUS TRENDS & PROJECTIONS
Surplus Balance 12.3.21 ZC 7/6/2021

2021 Amount Reimbursed: $2,463.62M of which was from Appropriation Reserves from 2020.

15, 16, 17, 18, 19, 20, 21. Reimbursed More than Used.

<table>
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<th>Year</th>
<th>Amount</th>
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<tr>
<td>2008</td>
<td>1,080</td>
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<td>2009</td>
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<td>2010</td>
<td>1,120</td>
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<td>2011</td>
<td>1,140</td>
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<td>1,160</td>
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<td>2013</td>
<td>1,180</td>
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<tr>
<td>2014</td>
<td>1,200</td>
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<td>2015</td>
<td>1,220</td>
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<td>2016</td>
<td>1,240</td>
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<td>2017</td>
<td>1,260</td>
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<td>2018</td>
<td>1,280</td>
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<td>2019</td>
<td>1,300</td>
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<td>2020</td>
<td>1,320</td>
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<table>
<thead>
<tr>
<th>Year</th>
<th>Total Revenue</th>
<th>2022 Budget Worksheet</th>
<th>2022 Revenue</th>
<th>2022 Budget</th>
<th>2022 Actual</th>
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</table>

Note: The budget worksheet and actual revenue data are not provided in the document.
<table>
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<th>DEPARTMENT</th>
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<th>2022 Recommended</th>
<th>OVERTIME</th>
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<tr>
<td>TOTAL</td>
<td>2021,000</td>
<td>2022,000</td>
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</tbody>
</table>

2021 Budget vs. 2022 Recommended

OVERTIME
SECTION
CAPITAL BUDGET
Major portion of County capital is funded through Grants.


Total Capital Expense Trends
### Proposed 2022 Revenue

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 12/RC57 Heavy Equipment program</td>
<td>$200,000</td>
</tr>
<tr>
<td>Chapter 12/RC57 Capital Projects program</td>
<td>$100,000</td>
</tr>
<tr>
<td>Chapter 12/RC57 Operating</td>
<td>$222,925</td>
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</tbody>
</table>

### Year Operating

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 12/RC57 Heavy Equipment program</td>
<td>$200,000</td>
</tr>
<tr>
<td>Chapter 12/RC57 Capital Projects program</td>
<td>$100,000</td>
</tr>
<tr>
<td>Chapter 12/RC57 Operating</td>
<td>$222,925</td>
</tr>
</tbody>
</table>

### 2023 Capital Projects Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Chapter 12/RC57 Heavy Equipment program</td>
<td>$200,000</td>
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<tr>
<td>Chapter 12/RC57 Capital Projects program</td>
<td>$100,000</td>
</tr>
<tr>
<td>Chapter 12/RC57 Operating</td>
<td>$222,925</td>
</tr>
</tbody>
</table>

---

**Summary:**

- **Capital Purchases & Projects Requested:** Summary Sheet - For 2022 Budget
- **Proposed 2022 Revenue**
  - Chapter 12/RC57 Heavy Equipment program: $200,000
  - Chapter 12/RC57 Capital Projects program: $100,000
  - Chapter 12/RC57 Operating: $222,925
- **Year Operating**
  - Chapter 12/RC57 Heavy Equipment program: $200,000
  - Chapter 12/RC57 Capital Projects program: $100,000
  - Chapter 12/RC57 Operating: $222,925
- **2023 Capital Projects Budget**
  - Chapter 12/RC57 Heavy Equipment program: $200,000
  - Chapter 12/RC57 Capital Projects program: $100,000
  - Chapter 12/RC57 Operating: $222,925
FEBRUARY 12, 2022  BUDGET MEETING

8:00 a.m. Saturday, February 12, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement
Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on Monday, January 31, 2021 at 2:01 p.m.

Roll Call

<table>
<thead>
<tr>
<th></th>
<th>Present</th>
<th>Absent</th>
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<tbody>
<tr>
<td>Commissioner Konawel</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Deputy Director Simmons</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Commissioner Jefferson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner DeSilvio</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Commissioner Barnes</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Commissioner DiCarlo</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Director DiMarco</td>
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</tr>
</tbody>
</table>

Changes to the Agenda

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

OPEN

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<tr>
<th></th>
<th>Motion</th>
<th>Second</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
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<td></td>
<td></td>
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<tr>
<td>Deputy Director Simmons</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Jefferson</td>
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<td>X</td>
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</tr>
<tr>
<td>Commissioner Barnes</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner DiCarlo</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Director DiMarco</td>
<td></td>
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</tbody>
</table>

Comments: N/A

CLOSE

<table>
<thead>
<tr>
<th></th>
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<th>Second</th>
<th>Yes</th>
<th>No</th>
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<th>Absent</th>
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<tbody>
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</tr>
<tr>
<td>Deputy Director Simmons</td>
<td></td>
<td></td>
<td>X</td>
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<td></td>
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</tr>
<tr>
<td>Commissioner Jefferson</td>
<td></td>
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Comments: N/A

DEPARTMENT OF ADMINISTRATION  DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

Discussion of the proposed 2022 Gloucester County budget: Overview, Operating, and Capital.

Budget Overview —Education

Administrator Bruner gave an overview of the County’s relationship with GCIT, GCSSSD and RCSJ. He then introduced Michael Dicken, Superintendent of GCIT and GCSSSD. Mr. Dicken gave an overview of the district’s programs, affiliations and resources for Gloucester County Special Services School District for 2022-2023 as well as the district’s programs, partnerships and articulation agreements for Gloucester County Institute of Technology. (See attached).
Administrator Bruner then introduced Fred Keating President of Rowan College of South Jersey who gave a review of the following:

- RCSJ Budget Components
- RCSJ Revenue Projections 2023
- RCSJ Expenditure Projections 2023
- RCSJ Capital Projects 2022-2023
- RCSJ Proposed Master Plan
- County Proposed Surplus Management vs. Irresponsible Surplus Recommendations
- Irresponsible Surplus Management Plan
- 5-year Budget Plan for Surplus vs. Irresponsible Planning

Public portion (time limit of five (5) minutes per person, per public portion)

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Comments: Sheriff Sammons addressed the board concerning his budget specifically the fleet portion. Discussion was had and Administrator Bruner suggested the Sheriff meet with Vince Voltaggio, Director of Public Works and Fleet Management to go over his inventory of vehicles to determine what is needed.

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Comments: N/A

Adjournment

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Comments: N/A

Time: 10:30 a.m.
| School | CAUSE | Mission | Program of Emphasis | Special Education | Alternative Programs | Supports | KEY PROGRAMS 
---|---|---|---|---|---|---|---
| School 1 | Education for Career | Career Technical Education | Information Technology | Vocational Education | Special Education | Supports | Key Programs
| School 2 | Education for Life | Life Skills Education | Special Education | Special Education | Special Education | Supports | Key Programs
| School 3 | Education for Work | Work Experience Education | Special Education | Special Education | Special Education | Supports | Key Programs

**District Programs, Affiliations, and Resources**

Gloucester County Special Services School District

**Affiliations**
- CAUSE
- Parent Education
- School-to-Work Program
- Special Education
- Alternative Programs
- Community Education

**Key Programs**
- **Public Program**
  - Special Education
  - Alternative Programs
- **Support Programs**
  - Special Education
  - Alternative Programs
- **Leadership Programs**
  - Special Education
  - Alternative Programs
- **Special Education**
  - Special Education
  - Alternative Programs
- **Public Programs**
  - Special Education
  - Alternative Programs
- **Support Programs**
  - Special Education
  - Alternative Programs
- **Public Programs**
  - Special Education
  - Alternative Programs
- **Support Programs**
  - Special Education
  - Alternative Programs

**District Programs, Affiliations, and Resources**

Gloucester County Special Services School District
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SPECIAL EDUCATION RESOURCES

Applications & Resources

ACSDD District Programs
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**ARTICULATION AGREEMENTS**
PROGRAMS, PARTNERSHIPS
2023-2024 CFT DISTRICT
Gloucester Campus

Budget Components

State Funding
County Funding
College Funding

$6,068,015
$38,108,114
$9,000,000

Flat Funding
$40,000 increase

$42,444,506
$210,386

10% decrease
$160 (credit tuition fees)
$3,000 increase

Benefit Costs
Labor Contracts
Reserve Admin Systems Fee
Reserve Capital Projects
Reserve Carryover

$4,457,164
$0

Under Negotiation
Six-month Contract
Balanced Budget

$10,386
Chapter 12 Redevelopment
$3,606,303
Application for Securing Our Children’s Future Bond Act
$4,000,000
Various building infrastructure renovations and repairs
Addition to Allied Health Center

Capital Projects 2022 - 2023
Mission Statement
Rowan College of South Jersey is a student success-oriented, accessible and affordable learning center dedicated to enhancing its community’s economic development and quality of life by striving for academic excellence in offering innovative programs and services to a diverse community of learners in a safe and caring environment.

@RowanCollege

South Jersey’s First EDs, MEDs, and Commerce Corridor

NJ STARS

Community College Opportunity Grant

Affordability
Two years of higher education tuition (60 credits)
RCSJ $9,120
Public 4-year $28,184
Private 4-year $75,870
IPEDS Form #14, 2018-19

Numbers
Completion
Awarded Associate Degrees 1,623
Certificates 185

Student Profile
Under 18 (12.2%)
18–19 (34.8%)
20–24 (32.4%)
25–34 (12.8%)

Residency
Cumberland County (27.8%)
Gloucester County (50.7%)
(Academic Year 2019)

100+ Programs of Study
Programs uniquely offered at RCSJ
- Agribusiness
- Agriculture
- Beverage Tourism
- Bioscience Technologies
- Entrepreneurship
- Equine Science
- Horticulture
- Marine Science
- Pre-Pharm D
- Pre-Veterinary Medicine
- Risk Management and Insurance
- Surveying Engineering Technology

Roadrunners and Dukes
2 Nationally and Regionally ranked programs

Premier Partnership
Rowan University
- 3+1 Program
- Rowan Choice
- Rowan Partnerships Online

Gloucester Campus: 1460 Tegard Road, Sewell, NJ 08080 | Cumberland Campus: 5322 College Drive, Vineland, NJ 08360
as early as 2023 under our current assumption of $40 million which would lead to significant momentum, massive service and program cuts and bond funding decreases. Supply vs. Wages increased (4) Rate shook, FCRO interest in cover, a significant drop in 3 percent each year (5) Financially, within budget. CAR (capital allowance).

Notes: (1) One-time usage of surplus within any concern. For the future, (2) Projected. Rebalancing growth is 2% (3) Projected 2% operating.

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<th>Year</th>
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Note: Early 2023 under our current assumption of $40 million which would lead to significant momentum, massive service and program cuts and bond funding decreases.
6:00 p.m. Wednesday, February 16, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement
Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 3, 2022 at 12:45 p.m.

Roll Call

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Changes to the Agenda

Approval of the **February 2, 2022** regular meeting minutes

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Comments: N/A

**PROCLAMATIONS**

**INTRODUCTION**

**53660 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK AND SETTING THE PUBLIC HEARING FOR WEDNESDAY, MARCH 2, 2022 AT 6:00 P.M.**

Introduction of this Resolution will allow the County to use 3.5% vs. 2.5% in calculating its budget CAP, and allow the County to "bank" or use in future years any amounts not needed in 2022. This Resolution is a budgetary process resolution. The public hearing will be held March 2, 2022.

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Comments: N/A
Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

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Comments: N/A

**RESOLUTIONS**

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DIMARCO**

**DEPUTY DIRECTOR SIMMONS**

53661 RESOLUTION APPOINTING A MEMBER TO THE DISABILITIES ADVISORY COUNCIL.

53662 RESOLUTION AUTHORIZING THE OFFICE OF THE COUNTY PROSECUTOR TO EXCEED THE 2.0% BUDGET CAP FOR THE 2022 COUNTY BUDGET.

53663 RESOLUTION AUTHORIZING THE COUNTY SHERIFF’S DEPARTMENT TO EXCEED THE 2.0% BUDGET CAP FOR THE 2022 COUNTY BUDGET.

53664 RESOLUTION AUTHORIZING THE OFFICE OF THE COUNTY SUPERINTENDENT OF ELECTIONS TO EXCEED THE 2.0% BUDGET CAP FOR THE 2022 COUNTY BUDGET.

53665 RESOLUTION AUTHORIZING 2021 APPROPRIATION RESERVE BUDGET TRANSFERS.

53666 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2022.

53667 RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WORKCARE, P.C. FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

53668 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

53669 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM

53670 RESOLUTION SUPPORTING SENATORS O’SCANLON AND GOPAL’S NEW JERSEY SENATE BILL NO. 1200, INTRODUCED JANUARY 31, 2022.

Motion to approve Resolutions 53661 through 53670 as read.

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Bill List Abstentions: 21-10779, 22-00752

Bill List Abstentions: 22-00961, 21-00752, 22-01230, 22-01231, 22-01232, 21-10607, 22-00717, 22-00228
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<td>22-00260, 22-00370</td>
<td>22-00371, 22-00372</td>
<td>22-00550, 22-00557</td>
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<td>22-00383, 22-00461</td>
<td>22-00865, 22-00984</td>
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Director DiMarco

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Bill List Abstentions: 21-00973, 21-00974, 21-03909 21-11677

Comments: Commissioner Konawel requested that someone explain the reason to exceed the 2% CAP budget on Resolutions 53662(A-2), 53663(A-3) and 53664(A-4). Administrator Bruner explained that these resolutions were part of the budgetary process and were required when any constitutional row office will exceed the CAP. Administrator Bruner explained that this would not affect the overall 2% CAP in the County Budget. Administrator Bruner explained the reasons why each row office is going over the 2% CAP. The Prosecutor’s office is because of body camera maintenance that was previously covered by grant funds. The Sheriff’s department was because of the increase in inmate housing and the Superintendent of Elections is because of early voting.

53671 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS, INC. FROM FEBRUARY 16, 2022 TO COMPLETION OF THE PROJECT FOR $68,442.47.

53672 RESOLUTION AUTHORIZING ADOPTION OF A REVISED POLICIES AND PROCEDURES MANUAL FOR THE GLOUCESTER COUNTY OWNER-OCCUPIED REHABILITATION PROGRAM.

53673 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF SOUTH JERSEY.

53674 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS WITH MID-ATLANTIC STATES CAREER & EDUCATION CENTER AND SAINT JOHN OF GOD COMMUNITY SERVICES.

53675 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE CIVIC OPERATIONS GROUP, INC. FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 IN AN AMOUNT NOT TO EXCEED $738,250.00.

Motion to approve Resolutions B-1 through B-5 as read.

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<th>Commissioner Jefferson</th>
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Comments: Deputy Director Simmons questioned Commissioner Konawel and Commissioner DeSilvio has to why they would vote no on a fully funded grant program. Commissioner Konawel stated that he just believed that money could be allocated better. He was not thrilled with the research he did on the company he believes the money could be used better elsewhere. Commissioner Simmons asked Commissioner DeSilvio the same question. Commissioner DeSilvio stated that Commissioner Konawel used his sentence exactly.

53676 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) EMERGENCY MANAGEMENT AGENCY ASSISTANCE (EMAA) FROM JULY 1, 2021 TO JUNE 30, 2022 IN THE TOTAL AMOUNT OF $110,000.00, WHICH INCLUDES AN IN-KIND MATCH OF $55,000.00.

Motion to approve Resolutions 53676 and 53677 as read.

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Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53678 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS AND ACCEPTANCE OF THE LOW-INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2021 TO SEPTEMBER 30, 2022 FOR $8,661.00.

53679 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS AND ACCEPTANCE OF FUNDS REGARDING THE UNIVERSAL SERVICE FUND (USF) CWA ADMINISTRATION GRANT FROM JULY 1, 2021 TO JUNE 30, 2022 FOR $5,707.00.

53680 RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NJ DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY & COMMUNITY PARTNERSHIPS FOR FAMILY SUPPORT SERVICES FOR CHILD ABUSE AND NEGLECT PREVENTION AND IN-HOME FAMILY PRESERVATION FROM JULY 1, 2022 TO JUNE 30, 2023 IN THE AMOUNT OF $300,000.00.

53681 RESOLUTION AUTHORIZING A CONTRACT RENEWAL FOR GRANT FUNDS FROM THE NJ DEPARTMENT OF CHILDREN & FAMILIES FOR THE HUMAN SERVICES PLANNING GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 IN THE TOTAL AMOUNT OF $69,470.00.

53682 RESOLUTION ACCEPTING GRANT FUNDS FROM NJ TRANSIT FOR THE FFY2018 FTA SECTION 5310 GRANT PROGRAM FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $100,000.00 WITH AN IN-KIND MATCH OF $100,000.00 FOR A TOTAL AMOUNT OF $200,000.00.

Motion to approve Resolutions 53678 through 53682 as read.

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Comments: N/A

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53683 RESOLUTION ACCEPTING FUNDS FROM THE UNITED STATES SECRET SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE (ECTF) FROM OCTOBER 1, 2021 TO SEPTEMBER 30, 2022 FOR $15,000.00.
53684 RESOLUTION AUTHORIZING A PURCHASE FROM PATRIOT ROOFING, INC. FROM FEBRUARY 16, 2022 TO MAY 16, 2022 FOR $149,816.00.

53685 RESOLUTION AUTHORIZING CONTRACTS WITH RMS ENVIRONMENTAL, LLC AND PENNONI ASSOCIATES, INC., FROM JANUARY 22, 2022 TO JANUARY 21, 2023, IN AN AMOUNT NOT TO EXCEED $40,000.00 EACH.

53686 RESOLUTION AUTHORIZING THE RESTRUCTURING AND SEPARATION OF THE BOARDS OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER.

Motion to approve Resolutions 53684 through 53686 as read.

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DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business:

New Business: Commissioner Konawel addressed the board concerning all commissioners being invited to all events. Administrator Bruner explained when a business invites a commissioner to an event that the County follows the rule of 3 less than 4 by the department (Director, Deputy Director, Liaison). If it is a County planned event such as groundbreakings, ribbon cuttings, etc., these events would be advertised and everyone would be invited.

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

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<td>Comments: Jackie Vigilante from Harrison Township addressed the board regarding posts that did not include Commissioner Konawel and Commissioner DeSilvio. Administrator Bruner once again reiterate that this was NOT a county event the habitat provided the personal invites and once again the County has not sponsored any events this year to date. Commissioner Jefferson stated there was no failure, everyone was in attendance and picture was provided later that showed everyone.</td>
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Comments: N/A

Time: 6:23 p.m.
Gloucester County
Board of Commissioners

Proclamation

~ In Honor ~

Society for Poets of Southern New Jersey, Inc.
In Recognition of their 42nd Anniversary

WHEREAS, the 2022 Gloucester County Board of Commissioners would like to take this time to recognize and congratulate the Society for Poets of Southern New Jersey at their 42nd Anniversary celebration on February 25, 2022 to be held at The Painted Window Stained Glass Studio of Runnemede, NJ; and

WHEREAS, the Society for Poets of Southern New Jersey was formed on February 22, 1980 by a group of friends who discovered a common bond in their love of writing, listening to and sharing the art of poetry on Curtis Avenue, Woodbury, NJ; and

WHEREAS, the Society for Poets of Southern New Jersey has helped children to develop language and reading skills, promoted a love of poetry that is an invaluable tool of literacy, fostered a sense of belonging, nurtured emotional coping skills and helped people to understand each other as nothing else can; and

WHEREAS, the Society for Poets of Southern New Jersey continues to grow with nearly fifty members from the Greater South Jersey and Philadelphia area; and

WHEREAS, the Society for Poets of Southern New Jersey has published ten anthologies, thirty-some members have published over sixty individual booklets and have had readings at libraries, schools, bookstores, civic functions, art festivals, wedding receptions, coffee houses and on the radio.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Denise DiCarlo, Nicholas DeSilvio, James B. Jefferson and Christopher Konawel, Jr. do hereby recognize and congratulate the Society for Poets of Southern New Jersey, Inc. with the immeasurable contributions you have made over 42 years; and

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 25th day of February, 2022.

[Signatures]
Frank J. DiMarco
Director
Heather Simmons
Deputy Director
Denise DiCarlo
Commissioner
Lyman Barnes
Commissioner
Nicholas DeSilvio
Commissioner
James B. Jefferson
Commissioner
Christopher Konawel, Jr.
Commissioner

Laurie J. Burns, Clerk of the Board
RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK PURSUANT TO N.J.S.A. 40A:4-45.14

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriation in either of the next two (2) succeeding years; and

WHEREAS, the Board of County Commissioners of the County of Gloucester finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Board of County Commissioners of the County of Gloucester hereby determines that a 3.5% increase in the budget for said year, amounting to $1,201,298.27 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Board of County Commissioners of the County of Gloucester hereby determines that any amount authorized hereinafter that is not appropriated as part of the final budget shall be retained as an exception to final appropriations in either of the next two succeeding years.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the County of Gloucester shall, in accordance with this Resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to $1,201,298.27, and that the CY 2022 County budget for the County of Gloucester be approved and adopted in accordance with this Resolution; and

BE IT FURTHER RESOLVED that any amount authorized hereinafter that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution as introduced, shall be filed with the Director of the Division of Local Government Services within five (5) days of introduction; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for March 2, 2022.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
A Resolution for the Introduction of the Annual Budget of the County of Gloucester for the Fiscal Year 2022

Be it Resolved, that the following statements of revenues and appropriations shall constitute the County Budget for the year 2022:

Total of Appropriations.........................$249,517,554.00

Less: Anticipated Revenues.....................$67,017,554.00

Amount to be Raised by Taxation..............$182,500,000.00

Be it Further Resolved, that said Budget be published in the South Jersey Times in the issue of March 8, 2022.

TAKE ROLL CALL VOTE

After vote announce:

A Hearing on the Budget and Tax Resolution will be held at the County Courthouse, 1 N. Broad St., Woodbury, NJ on April 6, 2022 at 6:00PM at which time and place objections to said Budget and Tax Resolution for the year 2022 may be presented by taxpayers or other interested persons.
COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $46,346,877 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $17,647,125; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of County Commissioners of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is $46,346,877;

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $17,647,125; and

(c) a down payment in the amount of $222,375 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of $17,647,125, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of $222,375, which amount represents the required down payment, together with state and federal grants in the amount of $28,477,377, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed $17,647,125 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed $17,647,125 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of County Commissioners at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of $3,530,000.
### Section 7

The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<table>
<thead>
<tr>
<th>Purpose/Improvement</th>
<th>Estimated Total Cost</th>
<th>Down Payment</th>
<th>Grants</th>
<th>Amount of Obligations</th>
<th>Period of Usefulness</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Reconstruction and/or Renovation to various County Parks, including but not limited to Aikinson Park, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation</td>
<td>$500,000</td>
<td>$25,000</td>
<td>$0</td>
<td>$475,000</td>
<td>15 years</td>
</tr>
<tr>
<td>B. Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds</td>
<td>2,450,000</td>
<td>122,500</td>
<td>0</td>
<td>2,327,500</td>
<td>15 years</td>
</tr>
<tr>
<td>C. Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director</td>
<td>24,626,535</td>
<td>10,000</td>
<td>24,426,535</td>
<td>190,000</td>
<td>10 years</td>
</tr>
<tr>
<td>D. Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director</td>
<td>$1,925,000</td>
<td>$5,000</td>
<td>$1,825,000</td>
<td>$95,000</td>
<td>10 years</td>
</tr>
<tr>
<td>E. Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director</td>
<td>2,225,842</td>
<td>0</td>
<td>2,225,842</td>
<td>0</td>
<td>20 years</td>
</tr>
<tr>
<td>F. Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response</td>
<td>1,197,500</td>
<td>59,875</td>
<td>0</td>
<td>1,137,625</td>
<td>7 years</td>
</tr>
<tr>
<td>G. Reconstruction and/or Renovation to Various Buildings at Rowan College of South Jersey, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)</td>
<td>5,172,000</td>
<td>0</td>
<td>0</td>
<td>5,172,000</td>
<td>20 years</td>
</tr>
<tr>
<td>H. Reconstruction and/or Renovation to Various Buildings at the Gloucester County Institute of Technology, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the County Chief Financial Officer</td>
<td>4,000,000</td>
<td>0</td>
<td>0</td>
<td>4,000,000</td>
<td>20 years</td>
</tr>
</tbody>
</table>
Purpose/Improvement | Estimated Total Cost | Down Payment | Grants | Amount of Obligations | Period of Usefulness |
--- | --- | --- | --- | --- | --- |
I. Reconstruction and/or Renovation to Various Buildings at Rowan College of South Jersey, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds | 4,250,000 | 0 | 0 | 4,250,000 | 20 years |

**TOTAL** | $46,346,877 | $222,375 | $25,477,377 | $17,647,125 |

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 18.20 years.

**Section 9.** Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of County Commissioners prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by $17,647,125 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of County Commissioners and available for inspection.

**Section 13.** The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(e)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The County hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebateable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction:  March 2, 2022
Date of Final Adoption:  April 6, 2022

COUNTY OF GLOUCESTER

ATTEST:  FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE SHERIFF OF GLOUCESTER COUNTY AND GLOUCESTER COUNTY SHERIFF OFFICER’S ASSOCIATION, PBA LOCAL NO. 122 FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2024

WHEREAS, the Gloucester County Board of County Commissioners, the Sheriff of Gloucester County, and the Gloucester County Sheriff Officer’s Association - PBA Local No. 122 have negotiated a Collective Bargaining Agreement (herein referred to as “Agreement”), for those employees of the Gloucester County Sheriff’s Department represented by Local No. 122; and

WHEREAS, under the terms of said Agreement, the wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2019 through December 31, 2024.

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the Gloucester County Board of Commissioners, the Sheriff of Gloucester County, and the Sheriff Officer’s Association, PBA Local No. 122, which Agreement is incorporated herein by reference;

2. Said Agreement shall be effective for the period beginning January 1, 2019 and concluding December 31, 2024.

3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AGREEMENT

Between

GLOUCESTER COUNTY SHERIFF OFFICER'S ASSOCIATION, PBA LOCAL NO. 122

and

GLOUCESTER COUNTY BOARD OF COMMISSIONERS & SHERIFF OF GLOUCESTER COUNTY

JANUARY 1, 2019 through DECEMBER 31, 2024
ARTICLE I

PREAMBLE.

This agreement is entered into this \( \text{1}^{\text{st}} \) day of \( \text{Feb} \), 2022 by and between the Board of Commissioners/ Sheriff of the County of Gloucester, (hereinafter referred to as the "Employer") and the Gloucester County Sheriff Officers Association, affiliated with the New Jersey State Policemen's Benevolent Association, Local No. 122 (hereinafter referred to as PBA).

In consideration of the following mutual covenants, it is hereby agreed as follows:
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ARTICLE II

RECOGNITION

A. The Employer agrees to recognize the PBA Local 122 as the exclusive bargaining representative for the purpose of collective negotiations regarding wages, hours and terms and conditions of employment for all full-time employees classified as Sheriff Officers, heretofore termed employees, but excluding interim and temporary employees and all other employees not specifically included above. Temporary employees are defined as those employees whose term of employment is fixed upon employment for a period of time not greater than six (6) months. Interim employees are defined as those employees who are hired as replacements for unit employees who are on leave of absence and whose term of hire is not to exceed one (1) year.

B. Where appropriate the rules and regulations of the Merit System Board and of the Public Employment Relations Commission shall cover employees under this Agreement. Those rules and regulations will, when appropriate, be interpreted solely by the respective Commissions.

C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.
ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the PBA, provided such adjustment is not inconsistent with the terms of this Agreement.

B. Definitions.

1. A "grievance" is a claim by an employee, group of employees, or the PBA on behalf of an employee or group of employees, based upon the interpretation, application of violation of this Agreement, administrative rules and policies. The sole remedy available to any employee for any alleged breach of this agreement shall be pursuant to the grievance procedure provided.

2. An "aggrieved person" is the person or persons or the PBA making the claim.

3. "Minor Discipline" is a reprimand or a suspension of five (5) or less days. Any appeals of minor discipline shall be subject to the below grievance procedure.

C. Procedure.

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. If no response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the PBA may proceed to the next level.

Level One - A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The
Undersheriff may consult with the appropriate Lieutenant and shall render a written decision within ten (10) calendar days after receipt of the grievance.

Level Two - In the event a settlement has not been reached through Level One procedures, a grievance may be filed with the Personnel Director within ten (10) calendar days following receipt of the determination of Level One. The Personnel Director or his designee shall schedule and hold a meeting within ten (10) days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

Level Three - In the event a settlement has not been reached through Level Two procedures a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level Two. The Sheriff or his designee shall render a written determination within ten (10) calendar days following receipt of the grievance.

Level Four - In the event a settlement has not been reached through Level Three procedures, the PBA may, after determining that the grievance is meritorious, submit the grievance to arbitration.

D. Arbitration.

1. If the PBA determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination or within thirty (30) calendar days following submission of the grievance to Level Three. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2. It is understood that arbitration is limited to grievances based upon the interpretation, application, or violation of the four corners of this agreement. For all other grievances, the determination rendered at Level Three shall be final.

3. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section D, 1. of this Article, or PERC, or a court of jurisdiction.

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify language of this agreement.

5. The arbitrator shall not add to, or subtract from, or modify the terms of this Agreement.
6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceeding unless otherwise agreed to in writing by the parties.

7. The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

E. Costs. The costs for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel, subsistence expenses and the costs of the hearing room, shall be borne equally by the Employer and the PBA. Any other expenses incurred shall be paid by the party incurring same.

F. Representation. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the GCSOA. When an employee is not represented by the PBA the PBA shall have the right to be present and to state its views at all stages of the grievance procedure.

G. Reprisals. There shall be no reprisal against the PBA management or any individual by the virtue of their participation or lack of participation in the prescribed grievance procedure.

H. Group Grievance. If in the judgment of the PBA a grievance affects more than one employee, the PBA shall submit such grievance in writing, and the processing of such grievance shall commence at Level Two. A copy of such grievance will be forwarded to the Sheriff or his designee. The PBA shall process such a grievance through all the levels of the grievance procedure.

I. Miscellaneous.

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include an explanation and shall be transmitted promptly to the PBA.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this Article.
ARTICLE IV

WORKDAY, OVERTIME, AND CALL BACK

A. Workday.

a. The workday under the eight (8) hour shift shall consist of eight (8) hours inclusive of a thirty (30) minute meal break.

b. The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty five minute (45) meal breaks. Failure to take the second meal break will not result in additional compensation.

c. Shifts shall be as set forth in Appendix B and C. Any change in shift hours shall apply to all officers who are assigned to that shift.

1. Workweek and work period.

a. The workweek for employees on eight (8) hour shifts schedule shall consist of five (5) eight (8) hour shifts as set forth in Appendix B.

b. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix C to this agreement.

2. Leave Time Assessment. Each twelve (12) hour workday shall be considered as one (1) full day for purposes of vacation, personal leave, bereavement leave, administrative leave, and lodge leave. Twelve (12) hours of sick leave will be assessed (hour for hour) for sick leave utilization on any given workday.

3. Short Notice Leave. Upon request, the sheriff or his designee, with twenty four (24) hours notice shall authorize either a one quarter (1/4), one half (½), or one (1) day of vacation or a one half (½) or one (1) day of administrative leave to any employee provided there is sufficient staffing on each shift without requiring overtime.

B. Overtime.

1. The workweek for employees on an eight (8) hour shift schedule shall consist of five (5) eight (8) hour shifts. An employee working the eight (8) hour shift schedule who is required to work in excess of his workday, or eighty (80) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section B.3 of this article.
2. The work period for employees scheduled on twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty-six (86) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Section B.3 of this Article, for hours worked in excess of eighty-four (84) hours in the course of the aforementioned fourteen (14) day work period.

3. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one-half (1 ½) times the employee’s hourly rate. For purposes of calculating the overtime rate, the employee’s hourly rate is derived by dividing the sum of his base pay (inclusive of longevity, where applicable) by (a) 2080 hours for eight (8) hour shift employees, or (b) by the sum of 2080 hours and 104 hours for twelve (12) hour shift employees.

4. For overtime purposes, time worked includes vacation leave, bereavement leave, administrative leave, lodge leave, and holidays.

5. Overtime shall include any necessary travel time for official business, as per FLSA.

6. In the event that overtime work is required, the Employer shall first attempt to secure volunteers on a rotating basis, based upon seniority. If unable to secure volunteers, employees who have satisfactorily completed a Department or Field Training Officer Program, may be required to work overtime. Such “mandatory overtime” shall be based upon reverse order of seniority, on a rotating basis, except in emergency situations. An emergency shall be any unanticipated situation or incident declared by the Sheriff, or his designee, that jeopardizes or poses an immediate threat to life, health, safety, welfare, property, or the environment. In the assignment of overtime, so long as the employee is fit for duty, prior approved time off shall not disqualify the employee for such assignment.

7. It is understood that both voluntary and mandatory overtime shall be distributed as equitably as possible and shall be based upon a seniority list which shall be posted. All employees shall be eligible and shall be required to work overtime on a rotating basis.

8. The requirements of the overtime distribution list as set forth in paragraphs 6 and 7 above shall not apply if an employee assigned to a particular duty (courts, transports, etc) is to be held over beyond the expiration of his shift, up to a maximum of two hours. The overtime list shall be utilized for any post-shift requirement exceeding two (2) hours.
C. **Call Back.** If an employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate overtime rate, unless on voluntary assignment, for which the officer is paid for all hours worked.

D. **Standby Pay.** If an employee is required to be on standby, he shall receive one (1) hour’s pay for every eight (8) hours on standby, inclusive of all telephone calls received and electronic communications during that 8-hour period. If an employee on standby is required to leave his/her residence, the employee shall be entitled to two (2) hours of overtime in accordance with the call-back pay provision of this Article.

E. **Compensatory Time.** For all overtime hours, all bargaining unit members may have a right to elect to be paid overtime or to take compensatory time in lieu of overtime at the rate of time and a half. One hour of compensatory time may be taken as compensation for standby hours.

1. An employee may accrue and carry over to the following year, at his or her discretion, a total of 96 hours in compensatory time. Any employee may not accrue compensatory time in excess of 96 hours. Any hours that exceed the 96 hour limit must be paid out at the employee’s overtime rate.

2. The use of compensatory time may be at a minimum of a one hour block and up to an entire shift.

3. The election of compensatory time will be voluntary.

4. During daily operations, if an employee chooses to use compensatory time during the remainder of his or her shift, the employee may do so depending upon shift coverage to be determined by his or her Sergeant at the time of the request.

5. All compensatory time accrued and used will be documented on an approved form, signed off by the Captain, and then sent to payroll.

6. Compensatory time shall be scheduled in accordance with the procedures for scheduling vacation time. In deciding whether to grant a request for the use of compensatory time, employees who have prescheduled vacations and/or personal days shall be given priority over employees attempting to schedule compensatory time.

7. Any unused compensatory time shall be paid out to the employee at the then overtime rate at the time of his or her retirement or separation from employment.
ARTICLE V
WAGES

A. Salaries.

1. All officers shall be paid in accordance with the 15-step salary guide attached to this Agreement as Schedule A. For officers hired prior to January 1, 2019, they shall be placed upon the salary guide effective January 1, 2019 at Step 2 on the guide, then progressing one (1) step each January 1st until the employee reaches the maximum pay step on the salary schedule. Officers hired on January 1, 2019 or after shall be placed upon Step 1 of the guide, based upon year of hire, with progression to the next step in accordance with the terms of this Agreement. Retro payments for all such officers shall be based upon step progression retroactive to initial placement on the salary schedule. Annual salaries shall be in accordance with the attached salary schedule, for all officers on all steps, and all officers at the top step and above shall increase by 2% each year of the contract retroactive to January 1, 2019. For all existing officers already on steps who are not at the top step of the guide, they shall be placed on the new salary schedule at the next closest highest step from their step placement as of 2022, with retro payments at 2% based upon the steps they were on since 2019 under the old guide. All employees and retirees employed during any term of this Agreement shall receive retroactive pay for time worked.

2. Where appropriate, those employees with six (6) months of service shall progress one (1) step each January 1 until the employee reaches the maximum pay step on his salary schedule.

B. Longevity. Effective January 1, 2014, all current employees shall roll-in their longevity amount as of December 31, 2013 into their base salary for all purposes. These employees shall not receive additional longevity in future years. All employees hired after December 31, 2013 shall no longer be eligible for longevity.

C. Shift Differential. The permanent day shift is any shift that falls entirely between 6:00 a.m. and 6:00 p.m., 7:00 a.m. to 7:00 p.m., or 8:00 a.m. to 8:00 p.m. for officers working the twelve hour shift schedule. Any employee assigned to any other shift, including rotating shifts, of which any part falls outside of the permanent day shift shall receive an additional $1.00 per hour for all assigned time.

Any employee assigned to a twelve (12) hour night shift starting at 6:00 p.m. or later shall be paid the amount of $1.00 per hour shift differential for all hours worked until the end of the scheduled shift at 6:00 a.m., 7:00 a.m., or 8:00 a.m. respectively. This shall be known as the permanent night shift. Any employee assigned to the eight (8) hour 3:00 p.m. to 11:00 p.m. shift shall be paid the additional amount of $1.00 per hour.
shift differential for any hours which overlap with the permanent night shift hours worked by the transportation unit.

D. **Grand Jury or Court Time.** Any employee required to appear before any court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay for a minimum of two hours, if applicable. Any employee who institutes charges that are work related and must attend any court session or grand jury hearing during work hours shall be granted such time off, with pay, or if attendance is required on off-duty hours, shall receive overtime pay, if applicable.

E. **Pay for assuming higher position.** Any employee required/requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the employee’s salary level.

F. **Anyone designated by the Sheriff as a Field Training Officer shall be paid a $1,000 stipend for such work, no later than December 1 of each year, with the stipend prorated based upon the length of time performing this work during the calendar year. Designation or removal of a Field Training Officer is not subject to the grievance procedure.**
ARTICLE VI

UNIFORMS

A. Items of Issue.

1. The Employer shall provide each employee with the items of clothing and equipment included in Appendix A attached to this agreement at no cost to the employee.

2. Any employee who has not received all items listed in Appendix A as of the signing of this agreement shall notify the Employer of which articles are needed and shall be provided with the missing articles within thirty (30) days of the signing of this agreement, or thirty (30) days after such notification, whichever is later.

3. All issued clothing and equipment shall be replaced as needed at the discretion of the Sheriff. Employee requests and Sheriff’s responses are to be placed in writing.

B. Maintenance Allowances. Employees will be responsible for upkeep and purchase of uniforms.

1. Employer will provide initial new uniforms issued to each new hire.

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer’s expense.

C. Badges, Uniform Patches, Leather Gear, and Bulletproof Vests. Once during the term of this Agreement, Employer will provide new badges and uniform patches to all Employees covered by this Agreement. Leather gear and bulletproof vests shall be provided and replaced by the Employer. The Employer shall issue to the Employee a “retired” department-issued picture I.D. and clip-back badge, upon retirement, with 60 days advanced notice to the Sheriff of retirement date.

D. Uniform Changes – Employer will bear the cost of any uniform changes it makes.
ARTICLE VII

MEDICAL BENEFITS

A. **Health Benefits.** The Employer shall provide the following health benefits for each employee and his eligible dependents.

1. Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program.

2. Prescription drug coverage will be in accordance with any of the Employee Prescription Drug Plans offered by the State Health Benefits Program.

3. **Vision Care.** It is understood that this shall remain a separate policy providing in addition to the vision care coverage provided under the Employer’s medical plans. Allowances for the following items shall be as indicated: examination, $30; frames, $20; single vision lenses, $30; bifocal lenses, $43; trifocal lenses, $50; lenticular lenses, $100; contact lenses, $200.

4. **Dental.** The Employer shall continue to provide dental insurance in accordance with the current indemnity plan. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization in accordance with the existing terms of that plan. Employees who elect to enroll in the dental plan organization may also enroll their dependents. The Employer shall offer the option of selecting Delta Premier Family Care Coverage for employees and their dependents.

Employees who do not have medical and prescription coverage pursuant to Sections 1 and 2 above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at $31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Any and all costs over $31.00 shall be the responsibility of the employee.

Open enrollment periods for the dental plans shall be in November of each year, with coverage beginning January 1.

5. Employees who terminate their employment or begin unpaid leaves after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leave of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the Employer four (4) weeks in advance of the coverage month.
6. Chapter 78. Effective January 1, 2014, all active unit employees who have not withdrawn from the County’s health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125, salary reduction premium-only plan, in accordance with the County’s regular payroll practices. Retirees will not be required to pay contributions towards the cost of their post-retirement insurance coverage, except as may be required by law.

7. Effective with open enrollment in the Fall of 2022, employees enrolling in NJ Direct 10, shall contribute to the cost of the health care premium at the Tier 4 contribution level under Chapter 78, P.L. 2011.

8. Employees enrolling in NJ Direct 15, NJ Direct 1525, NJ Direct 2030, Horizon HMO, and NJ Direct/NJ Direct 2019, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 3 contribution level under Chapter 78, P.L. 2011.

9. Employees enrolling in NJ Direct 2035, Horizon OMNIA, NJ Direct 4000 and NJ Direct 1500, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 2 contribution level under Chapter 78, P.L. 2011.

10. After open enrollment and prior to December 31, 2022 employees enrolling in any health care plan other than New Jersey Direct 10, shall receive a one-time payment in 2023 of the 2023 difference in annual premiums between New Jersey Direct 10 and the plan in which the employee enrolls.

11. Employees who moved out of NJ Direct 10 during the 2019, 2020 or 2021 Open Enrollment and enrolled in a plan identified in the above subsections 8 and 9 for the 2020, 2021, or 2022 calendar year shall receive a one-time payment of the difference between the employee benefit contribution under NJ Direct 10 (for the year in which the new plan applies) and the employee benefit contribution for whichever plan was chosen under subsections 8 and 9 as applicable. This payment will be issued after open enrollment 2022 and prior to December 31, 2022.

12. If the State Health Benefits Plan (SHBP) begins to offer a new plan(s) not currently memorialized in this Agreement, the County of Gloucester agrees to negotiate with PBA Local 122, upon the request of either party, the tier contribution level under Chapter 78, P.L. 2011, for the new plan(s).

B. Disability Benefits. The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer-employee contributions as required by law.
C. **Description.** The Employer shall continue to provide for each employee a description of the health care benefits and insurance provided under this article upon initial hire.

D. **Retirement Coverage.**

1. The Employer shall provide for the continuation of paid health benefits as described in Section A.1 above for employees and their dependents upon the employee's retirement in accordance with County policy. Employees, to be eligible, must retire with twenty five (25) years of service credited by PERS or PFRS. Employees with seven (7) years of County service and twenty five (25) years of service credited by PERS or PFRS are eligible for the County prescription plan upon retirement.

2. Any officer age 62 and over who chooses to take pension before twenty-five (25) years of PERS or PFRS service will be able to buy prescription and health benefits at cost (County group rate).

3. Effective January 1, 2014, Employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this Contract, shall only make health care contributions during retirement in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of credited service as of June 28, 2011, are exempt from this contribution obligation.

E. **Death of Active Employee and Retiree.**

1. Upon the death of an active officer as the result of an accident met in the actual performance of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent children, per statute.

2. Upon the death of an active officer under circumstances not covered by subparagraph E.1 above, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such officer's death.

3. Upon the death of a retiree, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such retiree's death.

F. **Change of Carriers.**

1. The Employer reserves the right to change insurance carriers so
long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

2. The Employer must notify the PBA in writing 60 days prior to any change so that the PBA, may in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to arbitration in accordance with Article III, Section D. This arbitration will occur prior to any change.

G. Waiver of Benefits. In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section A may elect to waive either or both coverage's, subject to the following provisions:

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

2. Waiver of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period (in November) or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's indemnity plan within thirty (30) days or within sixty (60) days in an approved HMO plan after giving notice or as soon thereafter as is permitted under the insurance then in effect.

3. Waivers of coverage will take effect January 1 following the employee's election.

4. Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section D must be re-enrolled in the respective plans not less than one (1) year prior to retirement.

H. Flexible Spending. The Employer will make available to all bargaining unit employees a flexible spending account which meets the requirements of Chapter 125 of the Internal Revenue Code.
ARTICLE VIII

HOLIDAYS

A. Effective January 1, 2023, there shall be a minimum of fifteen (15) holidays per year, with schedule of observances to be determined by the Employer, consisting of the following: New Year’s Day; Martin Luther King, Jr.’s Birthday; President Day/Washington’s Birthday; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran’s Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day; and a vacation day in lieu of Lincoln’s Birthday.

B. In the event an employee in the transportation unit is scheduled to work on New Year’s Day, Independence Day, Thanksgiving Day and/or Christmas, the employee shall be compensated for such work at two (2) times the employee’s regular straight time rate of pay, based upon the day the holiday falls on the calendar as opposed to the day it is celebrated by the County.

C. Overtime work on the holidays shall be compensated at two and one-half (2 1/2) times the employee’s regular straight time rate of pay.

D. All eight (8) hour employees shall be required to work the Lincoln holiday at the employee’s regular straight time rate of pay; and two (2) other non-premium holidays for mandatory training at a rate of time and a half. Employees will be required to sign-up between December 1st and December 31st for the mandatory training on the two (2) non-premium holidays for the coming year, which said holidays shall be designated by the Sheriff. Employees will be required to work one (1) non-premium holiday designated by the Sheriff for training before June 1st; and one (1) non-premium holidays designated by the Sheriff for training after June 1st. The Sheriff shall designate the number of slots available for sign-up on each of the non-premium holiday mandatory training days in accordance with a training schedule designated by the Sheriff, or his designee, for the coming year. Sign-ups will be done on a seniority basis. Any additional non-premium holidays worked by an Employee, as a make-up for missed training, will be paid at the employee’s regular straight time rate of pay. Failure by an Employee to complete the training designated by the Sheriff on the two (2) required training days will subject the Employee to being declared unfit for duty by the Sheriff, or his designee. Independence Day, Thanksgiving, Christmas, and New Year’s Day are not part of the selection process. These four (4) holidays are automatic days off with holiday pay to eight-hour employees who choose to work holidays. Twelve (12) hour employees shall continue to follow the shift schedule, and any training for twelve (12) hour employees shall be completed as scheduled by the Sheriff, or his designee. Any Employee who worked any holidays other than the holidays listed in Section B above, shall be paid time
and one half for all hours worked, except in cases where the hours worked are make-up for missed training. Any new employee shall be paid only for those holidays which occur on or after their date of hire for the remainder of that calendar year.
ARTICLE IX

VACATION

A. Vacation Days. All full time employees shall receive the following vacation leave per calendar year (Jan. – Dec.) plus one (1) additional vacation day in lieu of Lincoln’s Birthday.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
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<tbody>
<tr>
<td>Beginning the first calendar year</td>
<td>1 day per month worked (max. 12 days)</td>
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<tr>
<td>Beginning the 2nd-4th year</td>
<td>12 workdays</td>
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<tr>
<td>Beginning the 5th-11th year</td>
<td>15 workdays</td>
</tr>
<tr>
<td>Beginning the 12th-19th year</td>
<td>20 workdays</td>
</tr>
<tr>
<td>Beginning the 20th-25th year</td>
<td>25 workdays</td>
</tr>
<tr>
<td>After completion of 25 years of service</td>
<td>30 days</td>
</tr>
<tr>
<td>After completion of 30 years of service</td>
<td>One day for each year served</td>
</tr>
</tbody>
</table>

B. Accumulation. Where, in any calendar year, the vacation leave or any part thereof, is not granted by reasons of pressure of County business, such vacation leave, or part thereof not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

C. Carryover. An employee shall be allowed to carry over ten (10) earned vacation days per year. If carried over, reimbursement shall be at the current year’s rate pay.

D. Death of the Employee. Upon the death of an employee, all unused and earned vacation leave, sick, and administrative days shall be calculated and paid to the estate.

E. Separation. An employee retiring or otherwise separating shall be entitled to pro-rata vacation allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from a preceding calendar year will also be included.

F. Vacation selection within the appropriate work unit to which the employee is assigned will be determined in accordance with seniority as defined by this agreement.
G. Vacations of 5 or more days shall be submitted prior to April 1st, moved to March 15, effective January 1, 2010, and unless an officer is notified within seven (7) days thereof, vacations selected shall be deemed granted. All other vacation leaves shall be deemed granted unless an officer is notified within twenty-four (24) hours of the request.

H. All vacation leave in excess of three days shall be granted upon receipt of five days written notice, subject only to the operational necessities of the Employer.

I. After March 15, vacations of three days or less may be granted by the Sheriff or his designee, after seven (7) days prior written notice. If the request is within less than seven (7) days notice, the request shall be deemed granted unless the officer is notified within twenty-four (24) hours of the request. The Sheriff or his designee may waive the notification requirements.

J. Vacation leave shall not be unreasonably denied and any such denials shall be subject to the grievance and arbitration provisions of this Agreement, except the Sheriff’s decision to waive the twenty-four (24) hour notice requirement.
ARTICLE X

EMPLOYEE REIMBURSEMENTS

A. Mileage. When an employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the current State rate.

B. Meals.

1. An employee shall be reimbursed for meals up to the following amounts per day if required to be outside of the County on official business during the normal hours: Breakfast - $8, lunch - $11; and dinner - $13.

2. An employee shall also receive the above reimbursements if he is required to be away from the County Court Houses or Justice Complex for a continuous period of four hours or more.

3. Meal reimbursements shall be paid within two (2) weeks of submission. Employee shall receive the total amount on the receipt paid for meals including any tax paid by the employee.

4. In short notice assignments, meal allowances shall be drawn in advance.

C. Tuition. The Employer agrees to reimburse each employee up to a total of nine hundred and fifty ($950) dollars per year for any job related course or any other courses necessary for completion of a degree in Police Service, Public Safety, or Criminal Justice.

D. Extradition/Inter Agency Detainees. An officer scheduled for extradition assignment will be advanced sixty ($60) dollars for meals and travel expense allotment per day. The officer must furnish receipts to substantiate such expenses. Arrangements for travel and lodging will be made prior to the departure of the officer whenever possible.
ARTICLE XI

SICK LEAVE

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

2. In all instances, a working day, for purposes of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

3. For twelve (12) hour shift employees, twelve (12) hours of sick leave will be assessed (hour for hour) for sick leave utilization on any given workday.

B. Sick leave may be utilized by employees:

1. When they are unable to perform their work by reason of personal illness, accidental injury, or exposure to a contagious disease;

2. To care for a seriously ill member of the employee's immediate family.

3. Abuse of sick time shall be cause for disciplinary action and will be reviewed on a case-by-case basis.

C. "Immediate family" means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's household. "Immediate family" shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified at least on (1) hour prior to employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to notify his supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave.

1. Effective upon the signing of this contract, any employee who is absent on sick leave may be required to submit medical or other acceptable form of evidence substantiating the need for sick leave.

2. In case of leave of absence due to exposure to contagious disease, a certificate from a County authorized doctor.

3. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the employee from a panel of physicians designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the employees or other employees.

F. Sick Leave Redemption.

1. Fifty percent (50%) of all accumulated sick time shall be paid upon retirement up to a maximum of $15,000.00.

G. Donation of Sick Time.

1. Employees covered by this Agreement may donate sick time to any member covered under this Agreement or to other County employees in accordance with Civil Service regulations on donating sick or vacation time.
ARTICLE XII

BEREAVEMENT LEAVE

A. Employees shall be entitled to four (4) days of leave per incident with pay for death of spouse or child.

B. Employees shall be entitled to three (3) days of leave per incident with pay for death of mother or father.

C. Employees shall be entitled to three (3) days of leave per incident with pay for death in the immediate family: sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, and any relative of the employee residing in the employee's household. Immediate family shall also include members of the spouse's "Immediate Family".

D. Employees shall be entitled to one (1) day of leave per incident with pay for family members not defined above if the employee is scheduled to work.
ARTICLE XIII

OTHER BENEFITS

A. Worker's Compensation.

1. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for (1) year.

2. It is understood that all Sheriff Officers are considered on duty twenty-four (24) per day while in the State of New Jersey. Any employee who suffers an injury while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for one (1) year.

B. Other Leaves.

1. Leaves of absence, without pay, for documented medical reasons, will be granted for periods of up to three (3) months upon written request of the employee. Up to an additional nine (9) months leave for medical reasons may be granted by the Employer in three (3) segments of up to three months each, for a total of twelve (12) months.

2. Leaves of absence, without pay, for other than medical reasons, may be granted by the Employer for up to twelve months in four segments of up to three months each. Included within such requests are leaves for the care of an infant who is less than sixty days of age at the commencement of such leave.

3. All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer.

C. Pregnancy Leave. Disability due to pregnancy shall be considered as any other disability in accordance with law. The employee shall not lose any seniority due to her leave.

D. Military Leave. Military leave of absence will be granted as required by statute.

E. Administrative Leave. Employees shall be allowed two days off with pay annually for personal business that cannot be disposed of outside working hours, except
that employees hired on or after July 1st shall be entitled to only one (1) administrative leave day in the first calendar year of service. Administrative leave requested with at least 48 hours notice cannot be denied unless all avenues to obtain coverage have been exhausted by the Employer.

F. Temporary Shift Assignment. No employee shall be assigned to a temporary shift within the Sheriff’s Department for longer than six (6) months. This limitation is inapplicable to any employee temporarily assigned to another agency. Any employee covering the position held by the officer temporarily assigned to another agency, shall not be assigned to that loaned officer’s position longer than six months.

G. FMLA, NJFLA AND FLI. All applicable requirements of the New Jersey Family Leave Act (hereinafter “NJFLA”), the Federal Family and Medical Leave Act (hereinafter “FMLA”) and New Jersey Family Leave Insurance (“FLI”) shall be followed with respect to employees who request leave for eligible purposes thereunder.

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

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for a particular time, and to be in sole charge of the quantity and quality of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department after advance notice thereof to the employees, and to require compliance by the employees, is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and by law, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities, and authority under N.J.S.A. 40A or any other national state, or County laws or regulations.
ARTICLE XV

PBA RIGHTS

A. Information. The County shall make available to the PBA for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.

B. Release Time. Whenever any representative of the PBA or any employee participates during working hours in negotiation, grievance proceedings, conferences, or meetings which relate to PBA business with management or the County, he shall suffer no loss in pay nor be required to make up such time. It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County and the PBA.

C. Bulletin Boards. Four (4) bulletin boards (min. 4' x 6'), with one locked, shall be provided by the Employer for the exclusive use of the PBA. The locations for the boards shall be designated by the PBA, subject to the approval of the Sheriff.

D. Statutory Leave. Representatives of the PBA shall be granted leave to attend all authorized conventions as mandated by New Jersey state statute.

E. Recognized Representative. The Employer will recognize and communicate with the PBA's designated representative for informational purposes pertaining to salary, benefits, or any other problems between employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. Union Leave.

1. In addition to any leave granted by statute, up to an aggregate of twenty (20) days leave with pay per year shall be granted to representatives of the PBA to attend conferences, seminars, and/or conventions which relate to PBA business. The executive board of the PBA shall designate the representative and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leave(s).

2. The aforementioned (20) aggregate days is the respective total in each year of the agreement for all PBA representatives. That is, it is not a total for each representative.
ARTICLE XVI

RE-OPENER PROVISION

A. In the event of a substantial modification of job function of a class of employees, upon written request of the PBA, the contract will be re-opened on this issue only.
ARTICLE XVII

DUES DEDUCTION

A. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.

Employees who have authorized the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the PBA of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer's disbursing officer.

B. Save Harmless. The PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the PBA and reliance by the Employer on any representations made by the PBA with respect to this Article. The Employer will give the PBA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
ARTICLE XIX

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Sheriff’s Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The PBA covenants and agrees that during the term of this agreement, the PBA will not cause, authorize, engage in, sanction, any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee’s duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff’s Office. The PBA agrees that such action would constitute a material breach of this agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.
ARTICLE XX

WORKING CONDITIONS & SAFETY ITEMS

A. Transportation.

1. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be same sex as the prisoner to be transported.

2. At no time shall any one officer be required to transport more than three (3) prisoners.

3. All official vehicles provided by the Employer for utilization of employees in the performance of their duties will at a minimum be solid screened caged vehicles, except for the K-9 officer.

4. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.

5. Official vehicles provided by the Employer will all comply with emergency vehicle light designation. All vehicles will be equipped the same and placement of equipment will be the same. The only change to this will be if mutually agreed upon between GCSOA and Employer due to new technology or vehicle model changes.

B. Portable Radios.

1. The Employer agrees to issue all officers covered by this agreement a portable radio with a home charger. The portable radio ID that will be displayed will be the officers badge number. Once an officer is assigned a badge number, that number shall be permanent unless the Employer changes all of the badge numbers in the Department.

C. Training Academy Schedule/Training Schools.

1. Employees who are required to attend a training academy will follow the schedule of the academy/school while enrolled at the academy/school.

D. Bulletproof Vests.

1. Upon successful completion of training at the police academy, Sheriff Officers will be furnished with a bullet proof vest, as soon as practicable. An employee shall not be required to work any post without a vest. Said vest shall be replaced every five (5) years from the date of issue at-the-expense of the Employer and shall be of at

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least the same quality as the initial vest and of the greatest threat level available at the
time of replacement.

E. Ammunition and Targets.

1. Employees who are required to qualify with a hand weapon will be
furnished with not less than ten (10) targets and four hundred (400) rounds of
ammunition per year. These items will be provided by June 1st of each year.

F. Funds Entrusted.

1. Employees shall not be responsible for funds entrusted to their care unless upon
a finding of willful negligence or willful misconduct.
ARTICLE XXI

EMPLOYEE RIGHTS

A. Personnel Records.

1. Employees covered by this agreement shall be entitled to inspect their personnel file upon written request and by appointment.

2. Prior to the placing of any material in the employee's personnel file the employee shall be given the opportunity to review such material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within ten (10) calendar days after he has reviewed the same, and his response will be included in the employee's personnel file.

3. Regarding disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the PBA agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto.

B. DISCIPLINE. Discipline of an employee shall be imposed only for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, and discharge. It is understood that demotions or discharges resulting in layoff or Department of Personnel bumping procedures shall not be construed as discipline. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

The terms of this Article shall not apply to provisional employees or employees serving their working test period. Employees serving their working test period shall retain all rights under the Civil Service Laws, Rules or Regulations.


1. INVESTIGATIONS. All internal investigations, shall comply with Attorney General's Guidelines and any amendments thereto, as well as all applicable statutes and laws.

2. CHARGES. Employees are obligated to comply
conscientiously with all rules, regulations, and SOPs of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought they shall be in accordance with the applicable statutes including the forty-five (45) day rule.

3. APPEALS
a. Minor Discipline—“Minor discipline” is a reprimand or a suspension or fine of five (5) or less working days. Employees charged with minor discipline may appeal their discipline through the grievance and arbitration process set forth in Article III. That process shall be the exclusive recourse for any challenge to minor discipline, and all procedural rights and requirements in that process shall apply.

b. Major Discipline—“Major discipline” is a fine or suspension equivalent to more than five (5) working days, or removal from employment. Employees charged with major discipline shall receive a Preliminary Notice of Disciplinary Action and must request a hearing within five (5) days following receipt thereof. If requested, the hearing shall be held before the County Administrator or his/her designee within thirty (30) days. The County Administrator shall issue a written decision, and if major discipline is sustained, the Employee may appeal to the Civil Service Commission in accordance with the procedures set forth in Title 11A of the New Jersey statutes and Title 4A of the New Jersey Administrative Code.

4. REPRESENTATION. An employee is entitled to have representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the “Law Enforcement Protection Act”, “Weingarten”, “Garrity” and “Loudermill”. When an employee is not represented by the PBA, he/she must sign The PBA Liability Waiver Form. The PBA may have the right to be present and shall, be notified of the initial filing and the final outcome.
Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing.

C. **Re-employment Rights.**

1. Permanent employees who sever employment relationship with the Employer in good standing, shall have the right to return to their former position within twenty (20) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than twenty (20) days will not receive credit for contractual benefits lost upon their resignation. The forgoing is in addition to any re-employment rights to which the employee may be entitled through civil service procedures.

D. **Seniority.**

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this agreement and shall be presumed to be accurate unless a question is raised by an individual, or the GCSSOA on behalf of an individual, within ten (10) calendar days of the posting. The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary and mandatory overtime.

2. **Seniority is defined as follows:**

   a. For all Sheriff Officers hired prior to 5/1/03, seniority shall be defined as the seniority date they held as of that date. For all Sheriff Officers hired after 5/1/03, their seniority shall be defined as the date of sheriff officer certification.

   b. Sheriff's Sergeants will be certified time in title.

   c. For purposes of upgrade from Sheriff Officer to Sheriff Officer Sergeant, seniority will be defined as seniority as Sheriff Officer. Sheriff Officers must have three years certified time as a sheriff officer. Upgrades shall come from within the unit. Those officers reassigned will be eligible for upgrades in the area where they are assigned for that particular day. Those officers assigned to probation will be eligible for court and County building upgrade. Those officers assigned to school resource will be eligible for field ops upgrade.

3. **Shift Bidding:**

   a. All twelve (12) hour shift assignments, and all 3:00 p.m. to 11:00 p.m. eight (8) hour shift assignments, shall be posted for bid annually in November via email notification, and the posting on necessary bulletin boards. All such bidded shift
assignments will commence on January 1st, and end on December 31st. Bids for these assignments shall be submitted by the employee to the Sheriff between November 1st and November 30th. The Sheriff shall respond in writing to the bid requests, and also post the names of the persons filing the shift assignments no later than December 15th.

b. Written requests for posted shift assignments shall be submitted to the Sheriff on forms provided by the Sheriff. The Sheriff's criteria for qualification for a bidded shift assignment shall include, but not be limited to, the Employee's entire personnel record. The Sheriff shall post any criteria to be considered for qualification for a bidded shift assignment; and when all bidders are equally qualified for a posted shift assignment, seniority will be the primary consideration for selection.

c. If no bids are received for a particular bidded shift assignment, then the Sheriff, or his designee, shall have the right to fill any such shift assignment that received no bids in his discretion. Only those shift assignments specifically set out in this paragraph 3 will be posted for bid. All other employee shift assignments shall be determined by the Sheriff, or his designee.

E. Legal Representation. Whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an employee by the County or in criminal proceedings instituted as a result of a complaint on behalf of the County, said employee will be permitted to select an attorney of his choice as his representative, or may designate an attorney from a panel of attorneys selected by the office of County counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the employee by the County, or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable fees, as determined by County counsel, for the selected attorney or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings is dismissed or finally determined in favor of the employee. Attorney fees shall not be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

F. Discussions with Administration. Employer agrees to sit down with representatives of the PBA and discuss any outstanding grievances, unfair labor practices, policy or procedure change recommendations, or anything effecting the work environment of the employee. These discussions will take place to foster a better working relationship as well as work out any outstanding issues. These discussions will take place the first week of February, the first week of June, and the first week of December.
ARTICLE XXII
MISCELLANEOUS PROVISIONS

A. Notification of shift change.
   1. Employees shall receive at least two (2) weeks notice of the proposed total shift change.

B. Non-Discrimination.
   1. There shall be no discrimination by the Employer or the PBA against any employee because of the employee’s membership in PBA or non-membership in the PBA. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, marital status, national origin, sexual orientation or physical challenge.

C. K-9.
   1. Employees who are assigned a canine or other animal that was sponsored and trained by the Sheriff’s Office shall not be responsible for any monetary expenses to the animals related to the animal’s care.

   2. Employees are assigned a department sponsored K-9 will be issued a vehicle equipped with the appropriate K-9 insert and heat alarm, effective July 1, 2019. This vehicle will be utilized to conduct routine daily maintenance; i.e., (feeding, cleaning, grooming, medicine, clean run, and equipment maintenance). This vehicle will be utilized for all training assignments and any other instance that requires the employee to transport a canine.

   3. The employee shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public’s safety.

   4. If the canine is injured while on duty, the Department will provide medical coverage for three (3) years at a County approved veterinarian.

   5. Employer agrees to release employee assigned to canine from duty one (1) hour prior to the end of their shift for K-9 care. Eight (8) hour employees will work seven (7) hours and twelve (12) hour employees will work an eleven (11) hour day. This one hour early release will cover all time provided by the Employer on duty days for canine care. If employee is required to work overtime at the end of their assigned shift, thus preventing them from utilizing the one (1) hour early out policy, the employee will be compensated an additional thirty (30) minutes of overtime on those days at the appropriate overtime rate of pay.
6. On non-duty days, i.e. (days off, vacation, personal leave, comp., bereavement, sick, etc.) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

7. Employees assigned to K-9 that are on extended sick leave (more than ten (10) days) or extended vacation (more than fifteen (15) days), the Employer reserves the right to have the canine kenneled, rather than compensate the handler at the appropriate overtime rate of pay. The employee may be permitted to keep his K-9 partner if he or she desires, at no cost for overtime to the County if the Employer so permits.

8. Routine maintenance of department canine(s) unassigned to a specific handler, i.e. (Bloodhound, etc.)
   a. Every effort will be made to conduct daily routine maintenance on shift during normal work days. Supervisors will ensure a handler is permitted sufficient time on shift to conduct daily maintenance. In the event the handler is not given the sufficient time to conduct daily maintenance while on shift, the employer agrees to compensate the handler at the appropriate overtime rate of pay until completed.
   b. On non-duty days, i.e. (days off, vacation, personal leave, holidays, bereavement) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

9. Training and In-Service
   a. The Employer agrees to allow all handlers to participate in their monthly in-service training not to exceed two (2) days a month.
   b. The Employer will allow yearly Bloodhound training. Training will be conducted at the beginning of each year. Each handler must conduct a minimum of twelve (12) training trails per Bloodhound team.

10. The Employer will bear the cost of USPCA membership fees on behalf of the employee.

D. Separability.
1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

E. Retroactive Aspects.

1. The retroactive aspects of this agreement, including salary and economic benefits shall be retroactive to January 1, 2019 unless otherwise stated, and shall be paid to all employees and retirees employed during any term of this Agreement for time worked. All retroactive monies will be paid on or before the thirtieth (30th) day after ratification of this Agreement. All said monies shall be paid by separate check and shall not be included in regular pay.
ARTICLE XXIII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC.

C. This Agreement shall not be amended, modified nor supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.
ARTICLE XXIV

DURATION

A. This Agreement shall be effective January 1, 2019, and continue in effect through December 31, 2024, subject only to the PBA’s right to negotiate a successor agreement.

B. Negotiation for a successor agreement shall commence during the month of January, 2024 by either party to this agreement notifying the other in writing of its decision to modify or extend the provisions of this agreement.

IN WITNESS WHEREOF, the Employer and the PBA have caused this agreement to be executed below.

PBA LOCAL 122

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

PBA LOCAL 122

Board of Commissioners/
Sheriff of the County of
Gloucester

By: [Signature]

By: [Signature]

By: [Signature]

NHHM KATZ PBA 122 - GOCHA MATTERS 2018 NEGOTIATIONS - Copy of Consent wpd
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<td>$97,124</td>
<td>$99,067</td>
<td>$101,048</td>
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*Longevity 2% | $95,220  | $97,124  | $99,068  | $101,049 | $103,070 | $105,131 |
| Longevity 4% | $97,087  | $99,029  | $101,010 | $103,030 | $105,091 | $107,193 |
| Longevity 6% | $98,955  | $100,934 | $102,953 | $105,012 | $107,112 | $109,254 |
| Longevity 8% | $100,821 | $102,838 | $104,895 | $106,993 | $109,133 | $111,316 |

*The above longevity schedule shall, as in the prior agreement, continue to be in effect in accordance with the terms of the contract, and applicable only to those employees hired prior to January 1, 2018.
APPENDIX A

CLOTHING ISSUE

Initial Issue for Sheriff Officers

1  Patrol Hat
1  Patrol hat badge
3  Class A Pants
3  Class A Long Sleeve Shirts
3  Class A Short Sleeve Shirts
1  Tie
2  Breast Badges
1  Nameplate
1  All Weather Jacket with liner
1  Pair of Shoes/Boots
1  I.D. Wallet
1  Raincoat
1  Bullet-proof vest
1  Sam Browne "type" belt
1  radio holster
1  leather duty weapon holster (basket weave)
1  double ammo magazine pouch (basket weave)
1  chemical weapon pouch (basket weave)
1  uniform garrison belt
1  PR-24 or department issued expandable straight baton
1  PR-24 belt holder or appropriate baton holder
1  leather basket weave belt keepers
1  handcuff case (basket weave)
1  Pair of handcuffs
1  Handcuff Key
1  Golf-style shirt
  Gas Mask w/cartridge
  Patrol Hat Raincover
1  Off-duty holster and magazine pouch
### APPENDIX B

**EIGHT-HOUR SHIFT SCHEDULE**

<table>
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- 5:00AM - 1:00PM (maximum of 20 times)
- 6:00AM - 2:00PM
- 7:00AM - 3:00PM
- 8:00AM - 4:00PM
- 8:30AM - 4:30PM
- 9:00AM - 5:00PM
- 3:00PM - 11:00PM
# APPENDIX C

## TWELVE-HOUR SCHEDULE

### WEEK 1

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D = DAY 6:00AM - 6:00PM; 7:00AM-7:00PM; 8:00AM-8:00PM

N = NIGHT 6:00PM-6:00AM; 7:00PM-7:00AM; 8:00PM-8:00AM

X = OFF
RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY MENTAL HEALTH BOARD

WHEREAS, there currently exists a County Mental Health Board established in accordance with N.J.S.A. 30:9A-3, which provides valuable services to the Board of County Commissioners and the County of Gloucester; and

WHEREAS, the Board of County of Commissioners of the County of Gloucester desires to designate a person to serve on the Mental Health Board.

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

1. That Katie Doyle is hereby appointed to serve as a member of the Gloucester County Mental Health Board for a three-year term, commencing on January 1, 2022 and concluding on December 31, 2024.

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

3. This Resolution shall take effect immediately upon adoption.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH TENEX SOFTWARE SOLUTIONS, INC. FROM MARCH 2, 2022 TO MARCH 1, 2023 FOR $83,825.00

WHEREAS, the County of Gloucester has a need to purchase NJ training content for poll worker training and the necessary platform license from Tenex Software Solutions, Inc., of 5021 W. Laurel Street, Tampa, Florida 33607, for $83,825.00; and

WHEREAS, the platform license if a yearly license from March 2, 2022 to March 1, 2023 and years 2-4 will cost $15,250.00 which the County will purchase under separate annual contracts; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of $83,825.00, pursuant to C.A.F. No. 22-01234, which shall be charged against budget line item C-04-20-017-140-17254; 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 Contractor has certified that it has not made or will not make during the term of the contract a disqualifying contribution; and

WHEREAS, these contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts are for services required to prepare and conduct an election in accordance with N.J.S.A. 40A:11-5(j).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Tenex Software Solutions, Inc. for the purchase of NJ training content for poll worker training and the necessary platform license for $83,825.00.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
CONTRACT BETWEEN
TENEX SOFTWARE SOLUTIONS, INC.
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 2nd day of March, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and TENEX SOFTWARE SOLUTIONS, INC. of
5021 W. Laurel Street, Tampa, FL 33607, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to purchase NJ training content for poll
worker training and the necessary platform license; and

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

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

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective from March 2, 2022 to March 1, 2023.

2. COMPENSATION. Contractor shall be compensated in the total contract amount of
$83,825.00.

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

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

3. **DUTIES OF CONTRACTOR.** Contractor shall be compensated in a total contract amount of $83,825.00, as per Contractor's Quotes, dated February 7, 2022 and February 8, 2022, attached hereto as Attachment A and made a part of this contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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.

- 2 -
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 the County a copy of all current license and permits to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

   E. Notwithstanding the above, the Contractor or Subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount
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, completer, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

10. 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.

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

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

12. **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.

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 Contractor shall be suspended without liability for the period during which the County is so prevented.

14. **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.

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

21. **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.

22. **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.

23. **BINDING EFFECT.** This Contract shall bind the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of County, incorporated into this Contract by reference and Contractor’s Quotes, dated February 7, 2022 and February 8, 2022, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Contractor’s Contract, then this Contract and the Specifications shall control.

**THIS CONTRACT shall be effective the 2nd day of March, 2022.**
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:                                      COUNTY OF GLOUCESTER

__________________________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

__________________________________________
FRANK J. DIMARCO,
DIRECTOR

ATTEST:                                      TENEX SOFTWARE SOLUTIONS, INC.

__________________________________________
By:
Title:
# Gloucester County, NJ Training Content Quote

**Date:** February 7, 2022  
**To:** Gloucester County, New Jersey  
**From:** Tenex Software Solutions, Inc.

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<td>$6,000.00</td>
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<td>(3 onsite production days, travel &amp; expenses included)</td>
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<td>7</td>
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<td>Service - Training Video Editing</td>
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<td>20</td>
<td>$90.00</td>
<td>$1,800.00</td>
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**Total Purchase Price:** $68,575.00

**Terms:**

This quote is valid for 30 days and subject to change based upon contract terms and conditions or any change in configuration.

---

**Signature**

**Date**

**PO# (if applicable)**
# Gloucester County, NJ 10X University Quote

**Date:** February 8, 2022  
**To:** Gloucester County, New Jersey  
**From:** Tenex Software Solutions, Inc

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<td>2</td>
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**Year 1 Total:** $15,250.00

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<tr>
<td>3</td>
<td>Software - 10X University Online Training Platform Yearly SaaS License (per year, years 2-4)</td>
<td>$15,250.00</td>
</tr>
</tbody>
</table>

**Yearly Total:** $15,250.00

---

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.

---

**Signature**

**Date**

**PO# (if applicable)**
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: Tenex Software Solutions, Inc.
Signed: ___________________________ Title: President
Print Name: Ravi Kalliam Date: Feb 08, 2022

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NONE</td>
</tr>
</tbody>
</table>


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

Name of Business Entity: Tenex Software Solutions, Inc.
Signed: [Signature]  
Print Name: Ravi Kallem  
Title: President  
Date: Feb. 8, 2022

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

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.
**SALES TAX ID # 21-6000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<tbody>
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<td>Electronic Poll Books - Elections</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>INSTRUCTIONAL DESIGN</td>
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<td></td>
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<td></td>
<td>CONTENT DEVELOPMENT</td>
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<tr>
<td></td>
<td>CONTENT REVISIONS &amp; EDITING</td>
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<td>CONTENT VOICE OVERS</td>
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<td>ON SITE PRODUCER FOR TRAINING VIDEOS</td>
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<td>TRAINING VIDEO EDITING</td>
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<td>Electronic Poll Books - Elections</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>PLATFORM YEARLY Saas LICENSE AND VIRTUAL TRAINING</td>
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<td></td>
</tr>
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<td>AS PER QUOTE DATED FEBRUARY 8, 2023</td>
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<td>TOTAL</td>
<td></td>
<td></td>
<td>85,825.00</td>
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</tbody>
</table>

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

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

**APPROVAL TO PURCHASE:**

**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**

**TREASURER/CEO**

**DATE**

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH EFFECTTV (A COMCAST COMPANY) FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $120,000.00

WHEREAS, the County of Gloucester has a need through the Offices of the Prosecutor and County Clerk, Department of Economic Development, and various departments for 2022 Gloucester County public information and promotional initiatives using live TV commercials, live TV impressions, and targeted Video On-Demand/Streaming commercials; and

WHEREAS, the 2022 promotional initiatives may include: COVID/FLU Vaccines, Tire Amnesty, Job Fair, Disability Employment Fair, Various Events through the Division of Senior Services, Animal Shelter, Veterans Affairs, etc.; and

WHEREAS, the departments recommend that said services be provided by EFFECTTV; (a Comcast Company) of 3122 Fire Road, #100, Egg Harbor Township, New Jersey 08234; and

WHEREAS, the term of the contract is from January 1, 2022 to December 31, 2022 and the cost proposal is estimated for an amount not to exceed $120,000.00 based upon the number of commercials; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; 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(9).

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 EFFECTTV, a Comcast Company for the provision of 2022 Gloucester County Public Information and Promotional Initiatives using live TV commercials, live TV impressions, and targeted Video On-Demand/Streaming commercials, from January 1, 2022 to December 31, 2022, in an amount not to exceed $120,000.00; 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, March 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

______________________________  ______________________________
LAURIE J. BURNS             FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EFFECTV (A COMCAST COMPANY)

THIS CONTRACT is made effective the 1st day of January, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad
Street, Woodbury, New Jersey 08096, hereinafter referred to as “County,” and EFFECTV (A
COMCAST COMPANY) with a mailing address of 330 Fellowship Road, Suite 103, Mount
Laurel, New Jersey 08054, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need for the County through the Offices of the Prosecutor and
County Clerk, Department of Economic Development, and various departments for 2022
Gloucester County public information and promotional initiatives using live TV commercials,
live TV impressions, and targeted Video On-Demand/Streaming commercials; and

WHEREAS, the 2022 promotional initiatives may include: COVID/FLU Vaccines, Tire
Amnesty, Job Fair, Disability Employment Fair, Various Events through the Division of Senior
Services, Animal Shelter, Veterans Affairs, etc.; 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(9).

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective from January 1, 2022 to December 31, 2022.

2. COMPENSATION. The term contract is in an amount not to exceed $120,000.00 based
upon the number of initiatives. Each department will obtain a quotation from the Contractor for
pricing of the initiative, which will include all details of the initiatives and pricing.
A Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid.

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

3. **DUTIES OF PARTIES.** The specific duties of the Contractor is to advertise 2022 Gloucester County public information and promotional initiatives using live TV commercials, live TV impressions, and targeted Video On-Demand/Streaming commercials, which includes but is not limited to COVID/FLU Vaccines, Tire Amnesty, Job Fair, Disability Employment Fair, Various Events through the Division of Senior Services, Animal Shelter, Veterans Affairs, etc.

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 proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

   **THIS CONTRACT** shall be effective the ____ day of ____________, 2022.

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

**ATTEST:**

Laurie J. Burns, Clerk of the Board

**COUNTY OF GLOUCESTER**

Frank J. Dimarco, Director

**ATTEST:**

Effectiv
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: Comcast
Signed: [Signature] Title: VP SALES
Print Name: JP Bowers
Date: 2/22/22

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”):

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient’s Name</th>
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<tbody>
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</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Comcast Effector
Signed: [Signature] Title: VP Sales
Print Name: [Print Name] Date: 2/2/22

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 AN EXTENSION TO THE CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MARCH 13, 2022 TO MARCH 12, 2024 IN AN AMOUNT NOT TO EXCEED $750,000.00 PER YEAR

WHEREAS, the County of Gloucester awarded a bid and entered into a contract on March 13, 2020 with South State Materials, LLC for milling and profiling services as per PD-20-001, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising the option to extend the contract for one (1) two-year term from March 13, 2022 to March 12, 2024, in an amount not to exceed $750,000.00 per year; and

WHEREAS, the contractor will continue to be engaged on an as-needed basis which does not obligate the County to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County does hereby exercise the option to extend the contract with South State Materials, LLC for a two-year period, from March 13, 2022 to March 12, 2024 in an amount not to exceed $750,000.00 per year; and, that the County’s Qualified Purchasing Agent is hereby directed to inform said contractor of the extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to this contract extension, 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 regular a meeting of the Board of County Commissioners of the County of Gloucester held on March 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Milling an average depth of 3&quot; at an average of 4000 square yards per day.</td>
<td>$2.84</td>
<td>$3.90</td>
<td>$4.00</td>
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<tr>
<td>A. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro.</td>
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<tr>
<td>C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.</td>
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<tr>
<td>2. Milling at variable depths at an average of 4000 square yards per day.</td>
<td>$2.44</td>
<td>$4.70</td>
<td>$4.50</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.</td>
<td></td>
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<tr>
<td>3. Milling an average depth of 3&quot; at an average of 4000 square yards per day.</td>
<td>$1.96</td>
<td>$3.10</td>
<td>$3.00</td>
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<tr>
<td>The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.</td>
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<tr>
<td>4. Milling at variable depths at an average of 4000 square yards per day.</td>
<td>$1.95</td>
<td>$4.10</td>
<td>$3.50</td>
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<tr>
<td>The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.</td>
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<td>Extent pricing to CoOp: YES NO NO</td>
<td></td>
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<tr>
<td>Variations: (If any) NONE NONE NONE</td>
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</table>

This is a two year contract with the County having the option to extend for one (1) two (2) year contract or two (2) one (1) year contracts.

Based upon the bids received, I recommend South State Inc. be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, Qualified Purchasing Agent
RESOLUTION AUTHORIZING AN AMENDMENT TO THE
CONTRACT WITH T&M ASSOCIATES

WHEREAS, by Resolution adopted April 7, 2021, the County of Gloucester awarded a professional services contract to T&M Associates for construction management and inspection services as per RFP-21-023, in regard to the resurfacing of Fries Mill Road (CR 655) from Route 42 to Hurlfville-Cross Keys Road and from the Multi-Purpose Trail to Clayton-Williamstown Road, known as Engineering Project 20-02FA for $77,962.75; and

WHEREAS, an amendment to the contract is necessary due to delays experienced beyond Contractor’s control and additional work days needed for completion of the Project, thereby necessitating an increase in the contract by $19,306.16, and resulting in a new total contract amount of $97,268.91; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $19,306.16 pursuant to C.A.F. Number 21-03344, which amount shall be charged against budget line item C-04-20-012-165-12267.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to an amendment to the contract with T&M Associates for additional construction management and inspection services as per RFP-21-023, thereby increasing the contract by $19,306.16, and resulting in a new total contract amount of $97,268.91.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
T&M ASSOCIATES

THIS is an amendment to a contract which was entered into on the 7th day of April, 2021, between the COUNTY OF GLOUCESTER, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and T&M ASSOCIATES, of 200 Century Parkway, Suite B, Mt. Laurel, NJ 08054, hereinafter referred to as “Contractor”.

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

This Amendment is necessary for unanticipated additional construction management and inspection services as per RFP-21-023 due to delays experienced beyond Contractor’s control, for the resurfacing of Fries Mill Road (CR 655) from Route 42 to Hurffville-Cross Keys Road and from the Multi-purpose trail to Clayton-Williamstown Road project, thereby necessitating an increase in the contract by $19,306.16, resulting in a total contract amount of $97,268.91.

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

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

ATTEST: COUNTY OF GLOUCESTER

__________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

__________________________
FRANK J. DIMARCO, DIRECTOR

ATTEST: T&M ASSOCIATES

__________________________
By: EDWIN J. STECK, P.E. CME
Title: Senior Vice President
January 12, 2022

Ms. Maria Zuccarino, PE
Assistant County Engineer
Gloucester County
1200 N Delsea Drive
Clayton, NJ 08312

Re: Resurfacing and Safety Improvements to Fries Mill Road (CR655)

Dear Ms. Zuccarino:

This document is to serve as an application for a change in T&M's contracted budget concerning the Resurfacing and Safety Improvements to Fries Mill Road (CR655) Project. The Contractor has been granted an Extension of Time for this project due to delays experienced beyond their control. As a result, the completion date has been changed from November 16, 2021, to December 13, 2021 (25 Calendar Days). Additional construction management and inspection oversight by T&M's project team was required for the 15 working days during the time extension period.

Please see the attached breakdown of additional CM/CI hours spent on this project for the time extension granted to the Contractor. The requested amount of $17,635.73 accounts for T&M's CM/CI effort spent during the additional 15 working days. In addition, T&M is required to be on site an anticipated 2 working days to inspect the installation of loop detectors at the Route 42 and Fries Mill Road intersection and for the relocation of 6 pedestrian push buttons at the Watson Dr and the Huntville-Cross Keys Rd intersections of Fries Mill Rd to be completed in the coming weeks. These items were added to the Contract due to unforeseen conditions identified in the field. An additional amount of $1,670.43 is being requested to compensate T&M for the electrical item inspections. Therefore, the total requested amount of this change order is $19,306.16.

If you should have any questions/comments, or require any additional information, please do not hesitate to contact us at 856-722-6700.

Very truly yours,

T & M ASSOCIATES

Donald R. Newell Jr., P.E.
Group Manager
<table>
<thead>
<tr>
<th>Date of Inspection (Time Extension)</th>
<th>RE Hours (DN)</th>
<th>Imp Hours (ID)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/19/2021</td>
<td>6.00</td>
<td>4.00</td>
</tr>
<tr>
<td>11/22/2021</td>
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<td>11/23/2021</td>
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<td>11/24/2021</td>
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<td>11/29/2021</td>
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<td>11/30/2021</td>
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<td>8.00</td>
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<tr>
<td>12/13/2021</td>
<td>2.00</td>
<td>9.00</td>
</tr>
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**Summary**

- **Total Hours**: 55.00
- **Hourly Rate**: $54.65
- **Direct Labor Cost**: $3,004.65
- **Overhead Cost (127.59%)**: $3,932.43
- **Fixed Fee (18%)**: $540.84
- **TOTAL LABOR COST**: $7,377.92
- **Total Labor Cost for Time Extensions**: $17,635.73

<table>
<thead>
<tr>
<th>Date of Inspection (Electrical)</th>
<th>RE Hours</th>
<th>Imp Hours</th>
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</thead>
<tbody>
<tr>
<td>TBD</td>
<td>2.00</td>
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<tr>
<td>TBD</td>
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<td>8.00</td>
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**Summary**

- **Total Hours**: 4.00
- **Hourly Rate**: $54.65
- **Direct Labor Cost**: $218.52
- **Overhead Cost (127.55%)**: $278.72
- **Fixed Fee (18%)**: $53.33
- **TOTAL LABOR COST**: $566.58
- **Total Labor Cost for Electrical Items**: $1,670.43
RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC.

WHEREAS, by Resolution adopted on July 22, 2020, the County of Gloucester ("County") authorized the award of a contract to Zone Striping, Inc. for $648,333.77, for labor and materials required regarding the 2019 County-wide State Aid Roadway Safety Project in various locations throughout the County, bid as Engineering Project 19-08FA; and

WHEREAS, the County Engineer has recommended Change Order 01-Final to decrease the contract by $126,045.91, due to final adjustment of quantities, resulting in a new total contract amount of $522,287.86; and

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 01-Final to decrease the contract with Zone Striping, Inc. by $126,045.91, resulting in a new total contract amount of $522,287.86.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: Zone Striping, Inc.
   501 New Jersey Avenue
   Glassboro, NJ 08028

2. Description of Project or Contract: 2019 Federal Aid Roadway Safety Project

3. Date of Original Contract: 7/22/2020

4. P.O. Number: 20-05748

5. Amount of Original Contract: $648,333.77

6. Amount of Previously Authorized Change Order: $0.00

7. Amount of this Change Order No. 1 FINAL: -$126,045.91

8. New Total Amount of Contact
   (Total of Numbers 5, 6 & 7 Above): $522,287.86

9. Need or Purpose of this Change Order: Final Adjustment of Quantities. This project is 100% Federally Funded.

This change order requested by [Signature] on 2-17-22
(Department Head) (Date)

Accepted by [Signature] on 2-15-22
(Vendor) (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By: 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 Commissioners, County of Gloucester with appropriate Resolution.
NEW JERSEY DEPARTMENT OF TRANSPORTATION
FEDERAL AID CHANGE ORDER

Project:                     2010 Federal Aid Emergency Action Project
Federal Project No:        TTF NADC: JOB NO. 0040002
Contractor:                Zone Structures, Inc.

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

Location of the proposed order: Overall Project
Nature and reason for order: Final adjustment of quantities.

<table>
<thead>
<tr>
<th>Extension</th>
<th>Reduction of time recommended for this order:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT AMOUNT</td>
<td>ROAD</td>
<td>BRIDGE</td>
</tr>
<tr>
<td>Amount of original contract</td>
<td>$648,333.77</td>
<td>$648,333.77</td>
</tr>
<tr>
<td>Adjusted amount based on orders No. 1:</td>
<td>$522,287.86</td>
<td>$522,287.86</td>
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</tbody>
</table>

ORDER NO. 1 FINAL |
<table>
<thead>
<tr>
<th>X Road</th>
<th>Bridge</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Bridge</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Date Work: + $22,457.97 | - $149,533.88 | Total |

Total: $128,045.91 | $128,045.91 |

Recommended: Vincent M. Violaglio, P.E.
Gloucester County Engineer

Approved for Funding Participation Purposes:

Frank J. Gollindo
Director

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:

Director, Local Aid & Economic Development

CONTRACTS PAYABLE SECTION
Reviewed by: ________________________________
Certification of Funds: _______________________

Director of Accounting & Auditing
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tr>
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<td>Extras</td>
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<td>$0.00</td>
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<td></td>
<td>Total Extras</td>
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<tr>
<td>12</td>
<td>Traffic Stripes, Long Life, Epoxy Resin, 4&quot;</td>
<td>80995</td>
<td>$0.29</td>
<td>$23,487.97</td>
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<td></td>
<td>Total Increases</td>
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<td>$23,487.97</td>
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<td></td>
<td>Decreases</td>
<td></td>
<td></td>
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<td>4</td>
<td>Beam Guide Rail</td>
<td>225</td>
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<td>$6,075.00</td>
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<td>5</td>
<td>Removal of Beam Guide Rail</td>
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<td>13</td>
<td>Traffic Markings, Symbols, Thermoplastic</td>
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<td>Traffic Markings, Lines, Thermoplastic</td>
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<td>15</td>
<td>Raised Pavement Markers</td>
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<td>$1,364.60</td>
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<td>16</td>
<td>Rampalp &amp; Replacement of RPM Lens</td>
<td>760</td>
<td>$16.00</td>
<td>$12,160.00</td>
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<td>17</td>
<td>Flexible Deflection, Ground Mounted</td>
<td>120</td>
<td>$55.00</td>
<td>$6,600.00</td>
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<td>18</td>
<td>Removal of Traffic Stripes</td>
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<td>Removal of Traffic Markings</td>
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<td>$4,000.00</td>
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<td>21</td>
<td>Drum</td>
<td>130</td>
<td>$1.20</td>
<td>$156.00</td>
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<td>24</td>
<td>Flashing Arrow Board, 4x5'</td>
<td>3</td>
<td>$165.00</td>
<td>$495.00</td>
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<tr>
<td>27</td>
<td>Traffic Dirектор, Flagger</td>
<td>485</td>
<td>$1.00</td>
<td>$485.00</td>
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<tr>
<td></td>
<td>Total Decreases</td>
<td></td>
<td>$140,533.88</td>
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</tr>
<tr>
<td></td>
<td>Total Amount Change Order No. 1 FINAL:</td>
<td></td>
<td>($126,045.91)</td>
<td></td>
</tr>
</tbody>
</table>

Amount of Original Amount: $648,333.77
Adjusted Amount Based on Change Order No. 1 Final: $522,287.86
Total Change (+ or -): ($126,045.91)

% of Change in Contract: (-19.44%)
RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC.

WHEREAS, by Resolution adopted on October 20, 2021 the County of Gloucester ("County") authorized the award of a contract to R.E. Pierson Construction Co., Inc. for $355,727.25 for services in regard to demolition for the Rowan University Fossil Park in the Township of Mantua, as set forth in Engineering Specifications 21-05; and

WHEREAS, the County Engineer has recommended Change Order 01-Final to decrease the contract by $36,438.07, due to adjustment reductions based on final as-built quantities, resulting in a new total contract amount of $319,289.18; and

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 01-Final to decrease the contract with R.E. Pierson Construction Co., Inc. by $36,438.07, resulting in a new total contract amount of $319,289.18.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor:  RE Pierson Construction Co., Inc.
   PO Box 430
   Woodstown, NJ 08098

2. Description of Project or Contract:  Rowan Fossil Park Demolition Project

3. Date of Original Contract:  October 20, 2021

4. P.O. Number:  21-11102

5. Amount of Original Contract:  $355,727.25

6. Amount of Previously Authorized Change Order:  $0.00

7. Amount of this Change Order No. 1 Final:  -$36,436.07

8. New Total Amount of Contact
   (Total of Numbers 5, 6 & 7 Above)  $319,288.18

9. Need or Purpose of this Change Order:  Final adjustment are reductions based on final as-built quantities.

This change order requested by ______________________ on ______________________  (Date)

Accepted by ______________________ on ______________________  (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

Laurie J. Burns  Frank J. DiMarco, Director
Clerk of the Board

To All Vendors:  This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of County Commissioners, County of Gloucester with appropriate Resolution.
# NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 & FINAL
STATE AID PROJECT

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>Rowan Fossil Park Demolition Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUNICIPALITY</td>
<td>Township of Mantua</td>
</tr>
<tr>
<td>COUNTY</td>
<td>Gloucester</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>RE Pierson Construction Co., Inc.</td>
</tr>
</tbody>
</table>

In accordance with the project Supplementary Specifications the following are changes in the contract.
The reductions are adjustments in the contract quantities to meet the actual constructed as-built quantities.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity (+/-)</th>
<th>Unit Prices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>HEAVY DUTY SILT FENCE, ORANGE</td>
<td>(-98.00) LF</td>
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<td>($980.00)</td>
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<tr>
<td>6</td>
<td>HEAVY DUTY SILT FENCE, BLACK</td>
<td>(-211.00) LF</td>
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<td>($2,110.00)</td>
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<td>7</td>
<td>CONSTRUCTION DRIVEWAY</td>
<td>(-77.00) TON</td>
<td>$33.00</td>
<td>($2,541.00)</td>
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<tr>
<td>8</td>
<td>EROSION CONTROL, SEDIMENT REMOVAL</td>
<td>(-30.00) CY</td>
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<td>(-150.00)</td>
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<td>9</td>
<td>SEALING OF ABANDONED WELL</td>
<td>(-1.00) UNIT</td>
<td>$4,600.00</td>
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<td>EXCAVATION, TEST PIT</td>
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<td>11</td>
<td>TOPSOILING, 6&quot; THICK</td>
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<td>12</td>
<td>FERTILIZING AND SEEDING, TYPE A-4</td>
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<td>13</td>
<td>FERTILIZING AND SEEDING, TYPE B</td>
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<td>($103.50)</td>
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<tr>
<td>14</td>
<td>STRAW MULCHING</td>
<td>(-126.10) SY</td>
<td>$1.00</td>
<td>($126.10)</td>
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</tbody>
</table>

**Total Reductions**

|               |                                          | ($36,438.07)   |

**EXTRAS**

|               |                                          | $0.00          |

<table>
<thead>
<tr>
<th>Amount of Original Contract</th>
<th>$355,727.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Original Contract + Change Order No. 1 Final</td>
<td>$319,289.16</td>
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<tr>
<td>% Change in Contract</td>
<td>-10.24% Decrease</td>
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</tbody>
</table>

Vincent M. Voltaggio, P.E.  
Gloucester County Engineer  
Date: 2/8/2022

Approved:  
(District Engineer)  
Date:  
(Local Highway Design)

Frank J. DiMarco  
Director  
Date: 2/8/2022  
RE Pierson Construction Co., Inc.  
Contractor  
Date:  

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH
CLIFTONLARSONALLEN, LLP TO INCREASE THE CONTRACT AMOUNT BY
$175,000.00 RESULTING IN AN AMOUNT NOT TO EXCEED $940,500.00
FROM MAY 12, 2021 TO MAY 11, 2022

WHEREAS, the County awarded a contract on May 12, 2021, per RFP# 021-031, to
CliftonLarsonAllen, LLP, as there existed a need for the County to contract for professional
services for emergency rental assistance program administration services; and

WHEREAS, the contract was awarded for a term from May 12, 2021 to May 11, 2022,
in an amount not to exceed $565,500.00; and

WHEREAS, on November 23, 2021, due to the administration and implementation
services in connection with the American Rescue Plan allocated by the US Treasury ERA-2
Program, the County authorized an Amendment to increase the contract by $200,000.00,
resulting in an amount not to exceed $765,500.00 through May 11, 2022; and

WHEREAS, due to the administration and implementation services in connection with
the American Rescue Plan allocated by the US Treasury ERA-2 Program, the County authorizes
an Amendment to increase the contract by $175,000.00, resulting in an amount not to exceed
$940,500.00 through May 11, 2022; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and
prior to any purchase being made and/or services rendered pursuant to the within agreement, a
Certificate of Availability 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 from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the
County of Gloucester, that the Director of the Board, is hereby authorized to execute and the
Clerk of the Board is authorized to attest to the execution of the Amendment to the contract
between the County of Gloucester and CliftonLarsonAllen, LLP to increase the maximum
contract amount by $175,000.00, resulting in an amount not to exceed $940,500.00, through May
11, 2022; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original
contract shall remain in full force and effect; 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, March 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CLIFTONLARSONALLEN, LLP

THIS is an amendment to a contract entered into on the 12TH of May, 2021 (Per RFP #021-031), by and between the County of Gloucester and CliftonLarsonAllen, LLC.

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

The Contract is amended due to the administration and implementation services in connection with the American Rescue Plan allocated by the US Treasury ERA-2 Program, it is necessary to increase the contract by $175,000.00, resulting in an amount not to exceed $940,500.00 through May 11, 2022.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

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

ATTEST: COUNTY OF GLOUCESTER

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

CLIFTONLARSONALLEN, LLP

By:
Title:
RESOLUTION AUTHORIZING A CONTRACT AND RELATIVE SALES AGREEMENTS WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2022 TO MARCH 26, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00

WHEREAS, the County of Gloucester has a security access control system in place at approximately twenty County facilities and thirteen EMS Stations which require annual support services and maintenance, and currently requires new software updates, modifications, deletions, and additions including renovations at 2 S. Broad Street; and

WHEREAS, the existing security access control equipment was installed in 2006 by ADT Security Systems, Inc. (thereafter known as Tyco Integrated Security, LLC) and now known as Johnson Controls Security Solutions, LLC of 7852 Browning Road, Pennsauken, NJ 08109-4642; and

WHEREAS, the age of the equipment places it in legacy status and service has become limited to the installer, and 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 contract is for estimated units of service and is open-ended, which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to the Contract and relative Service Agreements with Johnson Controls Security Solutions, LLC, for annual support and maintenance services of the County’s security access control systems, including software updates, modifications, deletions, additions and renovations at 2 S. Broad Street from March 27, 2022 to March 26, 2023, in an amount not to exceed $300,000.00; 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 or service 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 March 2, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JOHNSON CONTROLS SECURITY SOLUTIONS, LLC

THIS CONTRACT is hereby authorized this 2\textsuperscript{nd} day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and JOHNSON CONTROLS SECURITY SOLUTIONS, LLC with offices at 7852 Browning Road, Pennsauken, NJ 08109-4642, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has a need for annual support and maintenance of the County’s security access door-lock entry systems previously installed in 2006 by ADT Security Systems, Inc. (hereafter known as Tyco Integrated Security, LLC), for approximately twenty County facilities and thirteen EMS stations, as well as new software updates, modifications, deletions and additions including renovations at 2 S. Broad Street; and

WHEREAS, the age of the equipment now places it is legacy status and service has become limited to the installer, and 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 contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, 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 contract shall effective be for the period of one (1) year from March 27, 2022 to March 26, 2023.

2. COMPENSATION. The Contractor shall be compensated in a total amount not to exceed $300,000.00.

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

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. 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 annual support and maintenance regarding the County’s security access door-lock entry systems at approximately twenty County facilities and fourteen EMS stations, as well as new software updates, modifications, deletions and additions including renovations at 2 S. Broad Street, as set forth in Contractor’s Estimates No. 1-57Z1UHO and No. 1-57Z2MXR with Commercial Sales Agreement/ Scope of Work dated February 10, 2022, annexed hereto and incorporated herein.

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

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

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

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

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

   c. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor’s Scope of Work and Commercial Sales Agreements dated March 15, 2020. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

**THIS CONTRACT** is made as of the 2\textsuperscript{nd} day of \textbf{March}, 2022.

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

\begin{center}
Laurie J. Burns, \\
Clerk of the Board
\end{center}

\begin{center}
FRANK J. DIMARCO, \\
Director
\end{center}

\begin{center}
ATTEST:
\end{center}

\begin{center}
JOHNSON CONTROLS SECURITY SOLUTIONS, LLC
\end{center}

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\begin{center}
By: \\
Title:
\end{center}
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: JOHNSON CONTROLS SECURITY SOLUTIONS LLC
Signed: Paul Faiclla  Title: Senior account Rep
Print Name: Paul Faiclla  Date: 02/01/2022

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

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

19:44A-20.9. Repayment of contribution

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient’s Name</th>
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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: JOHNSON CONTROLS SECURITY SOLUTIONS LLC
Signed: Paul Patella
Title: Senior account rep
Print Name: Paul Patella
Date: 02/01/2022

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

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.
This Commercial Sales Agreement is between Johnson Controls Security Solutions LLC ("Johnson Controls") and [Customer] ("Customer") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement (all referred to in the attached Schedule(s) of Protection / Scope of Work ("SOW"))

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:
(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions

II. CHARGES AND FEES; TAXES:
(a) Installation Charges: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount and all in advance of the Schedule of Protection. Customer may invoice Customer for progress billings based upon Equipment and/or System components delivered or installed, and/or Services performed before completion of the System/Equipment installation, actuation of the System, connection to the CIC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of the System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CIC") or any other Service(s). Any changes in the Statement of Work Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by email or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Unless Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the products thereof to secure such payment.

(b) Service Charges: Customer agrees to pay Service Charges per event set forth in the Scope of Work Schedule of Protection (the "Annual Service Charges"), payable in advance on [insert] Annual Basis plus applicable Taxes for 5 years (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period to last not fewer than [30] days prior to the commencement of the renewal period. Unless terminated by either party, upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charges after the Initial Term, and may increase prices upon written notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and Charges for Services rendered prior to termination 90% of the Annual Service Charge (remaining to be paid for its unexpired term of the Agreement as liquidated damages but not as a penalty.

(c) Other Charges: Customer agrees to pay all other charges including, but not limited to, those specified herein. Reimbursement of all costs, fees, or charges imposed by any governmental body, telephone, communication, or electric transmission company such as late, service or other charges for which Customer is required to pay, and any reasonable attorneys fees, in connection with the collection and/or enforcement of any obligation hereunder, is a condition precedent to Johnson Controls performance. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the use of the subject matter hereof and supersede all prior oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any prior order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound by the terms and conditions contained in all the pages of this Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as written without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Agreement are only those which are agreed upon and signed by both Johnson Controls and Customer. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above those practiced herein is available and may be obtained from Johnson Controls as an additional cost to the Customer; (c) Customer's decision has been made for any other Equipment and/or Service(s) listed in this Agreement (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed and has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes, and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMINATION CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

eForm 6802E01 (07/22/21)

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Page 1 of 15
COMMERCIAL SALES AGREEMENT

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by:

(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Fasilla
Sales Representative Registration Number (if applicable):

Accepted by:

(Signature of Customer’s Authorized Representative)

(Name Printed)

Title:

Date Signed:

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required  ☐ Single PO Required for Initial Term  ☐ Annual PO Required  ☐ ANSC PO Required Yearly

ANSO = Annual Service Charge

(remainder of page left intentionally blank)
COMMERICAL SALES AGREEMENT

TOWN NO. 0121-SOUTHERN NJ

CUSTOMER NO. JOBP NO. ESTIMATE NO. 1-572/1/90

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of installation Charges and Fees in full).

B. Services to be Provided ("Services"): No Service Selected

- Alarm monitoring and Notification Services:
- Video Surveillance Services:
- Managed Access Control Services:
- Video Equipment:
- Maintenance Service Plan; Preventive Maintenance/inspection:

C. Equipment to be installed ("Equipment"): Johnson Controls will install or cause to be installed, the Equipment (or equivalent) as set forth in this SOW in Customer’s designated Facility(ies).

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

   * Estimated Tax(es):

   Installation Charge Amount:
   $0.00
   Estimated Tax(es):
   $0.00

   s/Form BSD50E0 (07/22/21)  Page 2 of 10
   © 2021 Johnson Controls. All Rights Reserved
TOTAL INSTALLATION CHARGE: $0.00  
Installation Deposit Amount: $0.00

2. Annual Service Charge:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Service Charge</td>
<td>$77,000.00</td>
</tr>
<tr>
<td>* Estimated Tax(es)</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL SERVICE CHARGE</strong></td>
<td>$77,000.00</td>
</tr>
</tbody>
</table>

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Dave Brie  
System Operation: Customer 2022-2023 AMAG access renewal.  
Programming Info:  
Site Conditions:  
Existing Equipment:  
Customer Expectations:  
Training Expectations:  
General Comments:  
Customer Responsibilities / Johnson Controls Exclusions:  
Documentation Needed:  

Contract Notes -
TERMS AND CONDITIONS

1. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services, Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities, Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3. Enhanced Maintenance Services Plan, Intentionally left blank - Services have not been purchased.

A.3.1. Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided at an a time and materials basis: 1) window, 2) door security systems, 3) product installation contrary to OEM specifications, 4) exterior wiring, 5) programming changes, 6) software up/downgrades, unless Software Support Services are purchased, 7) consumables such as batteries and printer supplies, and 8) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work. If Johnson Controls does not apply or install applicable standards. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment System into compliance with Johnson Controls’ specifications and the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components from the original equipment manufacturer (“OEM”).

A.3.2. Optional Maintenance Services Plan, Intentionally left blank - Services have not been purchased.

A.3.3. Essential Maintenance Services Plan, Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspection Services ("TIS"). Intentionally left blank - Services have not been purchased.

A.5. Investigator/Response Service, Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services, Intentionally left blank - Services have not been purchased.

A.6.1. Video/Video Alarm Verification Services/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal, Intentionally left blank - Services have not been purchased.

A.7. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.7.1. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7.2. Video/Audio with Auditing,Intentionally left blank - Services are no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.


A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, the Software Support Conditions, SSS for Covered Software are subject to the following conditions ("Software Support Conditions"); (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its stand-alone form originally licensed by the software owner/ licensor (“Licensors”); (c) Customer’s use of Covered Software is in accordance with the And user license agreement (“EULA”) between Customer and Licensor; (d) applicable; (e) Customer requests and purchases Johnson Controls and/or its authorized representatives with and when and whenever necessary, (f) any information regarding or documentation required to resolve the problem, defect, or non-conformity, (g) including (collectively, a “Problem”), (h) in good faith for remote trouble shooting, (i) TCP/IP Enhanced network addresses, and (j) access to Customer’s network, services and/or hardware; and (k) the processor, operating system and associated system software, and other independent or reliant software are operating properly. Exclusions: Johnson Controls will not provide SSS when a Problem is caused by (a) installation, modification, improper operation, neglect or misuse of the Covered Software or associated Equipment/Systems; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempt to configure, install, repairs, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) disconnection or system software; (e) any act of God, the unavailability of any third parties; (f) failure or interruption of electrical power, telephone or communication line or the like, causes, or (g) any other cause external to the Covered Software. Problems resulting from software, updates, or operating system software. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer: understands that the SSS provides access to updates and upgrades but do not include the provision of software updates or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis. If Johnson Controls’ contract terms require timely and once such upgrades become available from the Johnson Controls Supplier. On Site Unrestricted Support Services. If Johnson Controls determines that on-site engineer support services (“OSS”) are necessary to correct a Problem, Johnson Controls will provide OSS at a time and materials basis at Johnson Controls’ current OSS rates plus any related travel or other expenses. Such OSS include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Return authorization. Customer may incur reinstallation charges ("Reinstallation Fees") at Johnson Controls’ current rates. It allows SSS to lapse and later requests reinstallation within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/Systems even if the Covered Software is operating, or for problems in the transaction of the Covered Software with Customer’s Network or existing software/infrastructure. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records of data, and/or liabilities related to a violation of an individual’s privacy rights; or (c) indirect, incidental, special, consequential, punitive, relief, or other damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls and/or Johnson Controls Supplier’s aggregate liability in any event with Johnson Controls and/or Johnson Controls Supplier’s aggregate liability for any event with Johnson Controls and/or Johnson Controls Supplier’s aggregate liability for any event with Johnson Controls and/or Johnson Controls Supplier.”
Limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims arising from the provision of or failure to provide SaaS and/or Customer’s use of or inability to use any Covered Software or related System, exceed the lesser of USD $10,000 or the total SaaS Fees paid by Customer.

A.15. Lynx Network Durence and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx Systems/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HiD Secu Mobile Credential Service ("Service"). The HiD Secu Mobile Credential Service is purchased, the following terms shall govern Customer’s use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HiD Secu Mobile Credential Service in their physical access control environment. As used herein the term “Data” shall mean any data or information used, held by, or used by or used for or by Customer to manage or run the access control system, including, but not limited to, information used to authenticate users and permit access to Customer’s premises. To the extent that the “Service” is to be provided include hosting, storage, management, or conversion of Customer Data, or if updates or upgrades to Customer’s access control system software and/or associated databases, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or stored or shared within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take technical, administrative and Information security measures to protect the Data and if Johnson Controls will not be held responsible for any loss, damage or delays arising from or in the loss or compromise of any Data. 3. In connection with Customer’s use of and Johnson Controls’ provision of the Service, Customer, Johnson Controls, and Johnson Controls Subcontractors, may transmit, record, store, provide and receive unencrypted Data ("Transmission") via the internet. Johnson Controls and/or its Subcontractors may store such Transmission in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmission to which Customer has access. (Security Risks). Customer bears the risk of loss of and unauthorized access to or alteration of such Data and the Data Transmission and Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmission. 5. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmission or e-mails and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or content of such Transmission; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequency, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate discontinuance of any equipment, systems, or Services hereunder. Under the Customer agrees that the liability of any Johnson Controls third party service/second provided ("Subcontractor"); including but not limited to any wireless service providing provider, is limited in accordance with, and such subcontractor’s may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND, JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, OR FROM, JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR INFRINGEMENT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Priming Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Protective Health Services. Intentionally left blank – Services have not been purchased.

A.23. Automated Notification. Intentionally left blank – Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank – Services have not been purchased.

A.25. AnyVision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WholeOccupation Service. Intentionally left blank – Services have not been purchased.

A.27. Video Detection System. Intentionally left blank – Services have not been purchased.

A.28. Accessz Cloud Service. Intentionally left blank – Services have not been purchased.

A.29. Accessz Cloud Service. Intentionally left blank – Services have not been purchased.

A.30. Cloud Service. Intentionally left blank – Services have not been purchased.

A.31. Cloud Service. Intentionally left blank – Services have not been purchased.

A.32. Visual Alarm Verification Service. Intentionally left blank – Services have not been purchased.

A.33. Holo Smart Sensor System. Intentionally left blank – System has not been purchased.

A.34. Embodied Resource Service. Intentionally left blank – Services have not been purchased.

A.35. Open Path System ("Holo Smart Sensor System"). Intentionally left blank – System or Service have not been purchased.

A.36. Additional Services. If any other Services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Smart Link – Immediate Response Information System ("GRIS") (b) Managed Access Control ("MAC") Electronic Access Surveillance ("EAS") (c) Guard Response Service ("GRS") (d) Video Surveillance ("VSC") (e) Training Services ("Training""); (f) Waterman’s Reporting Service.

9. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which comes to be defective in material or workmanship within ninety (90) days of the date of completion of the Installation ("Warranty Period"), will be repaired or replaced, at Johnson Controls’ option with a new or功能性 operable part. Material required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty service will be furnished during Johnson Controls’ normal working hours (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty service performed outside of these hours is subject to additional charges.

2. For Johnson Controls-Owned equipment/systems: (a) the equipment/systems are provided ‘AS IS’ and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, fighting, strikes, riots, floods, storms, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer’s failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dial or incorrect light on the area viewed by the camera(s); (d) trouble due to interruption of Internet telecommunications, and/or electrical service; (e) failure of Devices designed to fail in protecting the equipment/system, such as, but not limited to, fire and smoke; and (f) system modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls’ representative finds that one of the "Conditions" has led to the incomparability or ineffectiveness of the Equipment/System or any component, Johnson Controls may bill Customer for the call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls’ then applicable rates for labor and materials.

4. The foregoing Warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. The customers exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever, including, but not limited to, Johnson Controls negligence, in repair or replacement as specified above, Johnson Controls.
COMMERCIAL SALES AGREEMENT

TOWN NO.  022 - SOUTHERN NJ  
CUSTOMER NO.  1  
JOB NO.  1  
PO NO.  10721UHO  
ESTIMATE NO.  

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/10/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Faiella
7833 Browning Rd,
Pennsauken, NJ  08109-4642
Tel: No.  (609) 834-5366

County of Gloucester
City of Woodbury
Customer Billing Information
28 Broad Street, Bldg-Server,
Woodbury, NJ  08096
Attn: David Bride
Tel: No.

Customer Promises: Reissed
28 Broad Street, Bldg-Server,
Woodbury, NJ  08096
Attn: 
Tel: No.  (609) 833-0300

Notwithstanding anything to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by:  

Paul Faiella
[Signature of Johnson Controls Sales Representative]

CUSTOMER: ________________________________

Acclaimed By: ________________________________

[Signature of Customer's Authorized Representative]

Sales Agent: Paul Faiella

[Name Printed]

Sales Representative Registration Number (if applicable): ________________________________

Title: ________________________________

Date Signed: ________________________________
This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s), covered under this Agreement (also listed in the attached Schedule(s) of Protection / Scope of Work ("SOW")) are:

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:
   (a) Hazardous Substance Checklist and Customer Letter
   (b) Source of Work / Schedule(s) of Protection
   (c) Terms and Conditions
   (d) Additional Terms and Conditions

II. CHANGES AND FEES: Taxes:
   a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charges"). Upon acceptance of the Agreement, Customer will pay to Johnson Controls the installation Deposit Amount borne in the SOW/Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or uninstalled, and/or Services performed prior to completion of the System (Equipment Installation, activation of the System, connection to the CMC, or any other Service(s)). All outstanding installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondintion to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by email or telephone order shall be subject to terms and conditions of this Agreement and may be subject to shipping, handling, and/or restocking fees. Unless Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.
   b. Services. Customer agrees to pay Service Charges as set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges") payable in arrears on or by Annual basis plus applicable Taxes for 5 years ([the "Initial Term"] effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew for an annual Annual basis. Johnson Controls will provide Customer with notice of any adjustments to the Charges, Fees and/or Taxes at least thirty (30) days prior to the commencement of such renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the termination date, the adjusted Charges, Fees and/or Taxes will be in effect for the remainder of such renewal period. Johnson Controls shall have the right to increase Annual Service Charges after one (1) year and may increase prices upon notice to Customer to reflect changes in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and Services rendered prior to termination: 90% of the Annual Service Charges remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.
   c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as late alarm, permit or connection fees, or administration fees or service charges assessed by Johnson Controls related to the Retail Installations and/or any changes or additions to applicable laws, the need to reprogram alarm control/monitoring services with any code, signal transmission, numbering or other changes relating to the installed Equipment and/or Services provided under this Agreement ("Fees"). Customer’s responsibility to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided (hereinafter "Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.
   d. New Installation. Invoices, invoices for any change order, change order contract otherwise specified on the Invoice. Disputed invoices must be identified in writing within thirty-one (31) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls’ obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in traffic, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions of this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of work requested by the Customer after the execution of this Agreement may result in additional costs to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer’s failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that (a) Johnson Controls has explained the full range of protection, equipment and services available to Customer; (b) additional protection and/or above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Services listed in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer’s own use and not for the benefit of any third party; (e) Customer names the premises in which the Equipment is being installed or has the authority to arrange Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS" OF THIS AGREEMENT. THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

Signature Follow on Next Page
COMMERCIAL SALES AGREEMENT

TOWN NO. 0021-SOUTHERN NJ

CUSTOMER NO. JOB NO. PO NO. ESTIMATE NO. 1-5722600R

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

If maintenance service is declined, customer must initial here.

If a 5-day familiarization period is requested, customer must initial here.

Customer:

Presented by:

Paul Faiella
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable):

Accepted by:

(Signature of Customer’s Authorized Representative)

(Name Printed)

Title:

Date Signed:

Customer Approval:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required  ☐ Single PO Required for Initial Term  ☐ Annual PO Required  ☐ ANSC PO Required Yearly

ANSC = Annual Service Charge

[Remainder of Page Left Intentionally Blank]
**COMMERICAL SALES AGREEMENT**

**TOWN NO.**

**CUSTOMER NO.**

**JOB NO.**

**PO NO.**

**ESTIMATE NO.**

**SCOPE OF WORK / SCHEDULE OF PROTECTION**

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW")-
Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

<table>
<thead>
<tr>
<th>Service Description</th>
<th>No Service Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm monitoring and Notification Services:</td>
<td>No Service Selected</td>
</tr>
<tr>
<td>Video Surveillance Services:</td>
<td>No Service Selected</td>
</tr>
<tr>
<td>Managed Access Control Services:</td>
<td>No Service Selected</td>
</tr>
<tr>
<td>Video Equipment:</td>
<td>No Service Selected</td>
</tr>
<tr>
<td>Maintenance Service Plan: Preventive Maintenance/Inspection:</td>
<td>Expert Maintenance PROVIDED / Inspections NOT PROVIDED</td>
</tr>
</tbody>
</table>

Additional Services: Access Control

C. Equipment to be Installed ("Equipment")-
Johnson Controls will install, or cause to be installed, the Equipment (as hereinafter defined) as set forth in this SOW in Customer's designated facility(ies). As used herein, "Installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii) in the case of a Digital Communicator installation, mount Equipment and plug into RUIVIX phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance and service $13,311 to cover all 13 sites below ELUs KANTECH ACCESS ONLY</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>All Site addresses for GC below INCLUDED</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AccoCo 10212008 50-4 Newfield EMS 113 Calabria Ave., Newfield, NJ 08044</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AccoCo 10212108 15-4 Franklinville EMS 152 Dale Mill Road Franklinville, NJ 08322</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AccoCo 10212107 62-1 Woodbury EMS 637 North Broad Street Woodbury, NJ 08096</td>
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<tr>
<td>1</td>
<td>AccoCo 10212113 62-4 Clayton EMS 1200 North Delaware Drive Clayton, NJ 08312</td>
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</tr>
<tr>
<td>1</td>
<td>AccoCo 10212106 62-2 Haddonfield EMS 1207 Haddon Ave, West Deptford, NJ 08066</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AccoCo 10212964 62-4 Grove Road EMS 794 Grove Road West Deptford, NJ 08066</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AccoCo 10212031 62-3 Paulsboro EMS S2 East Broad Street Paulsboro, NJ 08066</td>
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<tr>
<td>1</td>
<td>AccoCo 10212031 62-1 Logan Twp, EMS All Country Road Logan Twp, NJ 08058</td>
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<td>1</td>
<td>AccoCo 10212265 83-4 Shady Lane EMS 296 County House Road Clayton, NJ 08312</td>
<td></td>
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<tr>
<td>1</td>
<td>AccoCo 10212116 50-4 Firemen's Fire wall Avenue Pittsbur, NJ 08010</td>
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<tr>
<td>1</td>
<td>AccoCo 10212265 83-4 Mantua EMS 411 Main Street Mantua, NJ 08051</td>
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<tr>
<td>1</td>
<td>AccoCo 10212251 83-4 Woodbury EMS 2508 Good Intent Rd, Woodbury, NJ 08096</td>
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</tr>
<tr>
<td>1</td>
<td>AccoCo 10212253 83-7 EMS 1218 Delaware Dr, Bldg 45. Woodville, NJ 08093</td>
<td></td>
</tr>
</tbody>
</table>

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Charge Amount</td>
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</tr>
<tr>
<td>* Estimated Taxes</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL INSTALLATION CHARGE</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>Installation Deposit Amount</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

2. Annual Service Charge:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Service Charge Amount</td>
<td>$12,311.00</td>
</tr>
<tr>
<td>* Estimated Taxes</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL SERVICE CHARGE</strong></td>
<td><strong>$12,311.00</strong></td>
</tr>
</tbody>
</table>
E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information:
System Operation: GC KANTECH ACCESS Renewals for FY 2022-2023
Programming Info:
Site Conditions:
Existing Equipment:
Customer Expectations:
Training Expectations:
General Comments:
Customer Responses / Johnson Controls Exclusions:
Documentation Needs:

Contract Notes -
C. System Requirements, Miscellaneous

1. Users must ensure that any equipment or system installed does not interfere with electronic equipment and systems, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, theCellular Telephone (CCTV) Video Equipment, Interception, must be selected and maintained by the operator of the equipment or system. This includes the responsible for ensuring that the equipment or system is not used in a way that interferes with the normal operation of the equipment or system.

2. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

3. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

4. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

5. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

6. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

7. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

8. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

9. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

10. The video equipment or system must be used in a manner that does not interfere with the normal operation of any other electronic device or system, including cellular phones, radio transmitters, or other electronic devices. In case of conflict, the operator of the equipment or system must be selected and maintained by the operator of the equipment or system.

(End of page)
ADDITIONAL TERMS AND CONDITIONS

DATE: 2/15/2022

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: ________________

[Signature of Johnson Controls Sales Representative]

Sales Agent: ________________

[Name of Sales Agent]

CUSTOMER: ________________

Accepted By: ________________

[Signature of Customer's Authorized Representative]

Title: ________________

[Name Printed]

Date Signed: ________________

[Date]

[Signature]
RESOLUTION AUTHORIZING A CONTRACT WITH COOPER MONUMENT COMPANY FROM FEBRUARY 5, 2022 TO FEBRUARY 4, 2024

WHEREAS, the County, after due notice and advertisement, received sealed bids for supplying labor and materials for the engraving of the niche covers for the Gloucester County Veterans Memorial Cemetery; and

WHEREAS, after following proper public bidding procedure, it was determined that Cooper Monument Company, with offices at 621 East Atlantic Avenue, Barrington, New Jersey 08007 was the only responsive and responsible bidder to perform said services, as more specifically described in the bid specifications PD-022-010, from February 5, 2022 to February 4, 2024, with the option to extend for one (1) two (2) year term or two (2) one (1) year terms; and

WHEREAS, sealed bids were received and publicly opened on February 15, 2022; and

WHEREAS, the contract shall be for unspecified number of units of labor and materials as needed as per PD-022-010. However, no Certificate of Availability of Funds is required due to the fact the services will be paid by the family of the deceased.

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 Cooper Monument Company, for supplying an unspecified number of units of labor and materials for the engraving of the niche covers for the Gloucester County Veterans Memorial Cemetery, from February 5, 2022 to February 4, 2024, with the option to extend for one (1) two (2) year term or two (2) one (1) year terms.

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

ATTEST:  COUNTY OF GLOUCESTER

______________________________  ________________________________
LAURIE J. BURNS,            FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COOPER MONUMENT COMPANY

THIS CONTRACT is made effective the 2\textsuperscript{ND} day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County”, and COOPER MONUMENT COMPANY, of 621 East Atlantic Avenue, Barrington, New Jersey 08007, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the labor and materials for the engraving of niche covers for the Gloucester County Veterans Cemetery; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective for two (2) years, from February 5, 2022 to February 4, 2024, with the option to extend for one (1) two (2) year term or two (2) one (1) year terms.

2. **COMPENSATION.** Vendor shall be compensated by the family of the deceased, as per PD-022-010.

   This Contract shall be for an unspecified number of units of labor and materials as needed as per PD-022-010. However, no Certificate of Availability of Funds is required due to the fact the services will be paid by the family of the deceased.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-022-010 which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the specifications identified as PD-022-010, the specifications shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-022-010 and Vendor's bid response. If there is a conflict between this Contract and the specifications or the bid response, then this Contract and the Specifications shall control.

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

ATTEST:  COUNTY OF GLOUCESTER

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

ATTEST:

COOPER MONUMENT COMPANY

By:

Title:
RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 IN AN AMOUNT NOT TO EXCEED $60,000.00

WHEREAS, there exists a need for the County to contract for EMS Medical Director Services relative to the Gloucester County Regional EMS program; and

WHEREAS, the County requested proposals, via RFP-22-024, from interested providers 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 Cooper University Hospital located at One Cooper Plaza, Keleman 152, Camden, New Jersey 08103, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of services, in an amount not to exceed $60,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2022 is conditioned upon the approval of the 2023 Gloucester County Budget; and

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

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

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 and Cooper University Hospital for the provision of EMS Medical Director Services for the Gloucester County Regional EMS program, from March 1, 2022 to February 28, 2023, in an amount not to exceed $60,000.00; and

BE IT FURTHER RESOLVED, that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

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

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

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COOPER UNIVERSITY HOSPITAL

THIS CONTRACT is made effective the 2ND day of March, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as “County”, and COOPER UNIVERSITY HOSPITAL, with
offices at 1 Cooper Plaza, Keleman 152, Camden, NJ 08103, hereinafter referred to as
“Vendor”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for EMS
Medical Director Services for the Gloucester County Regional EMS Program; 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, 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. The term of the contract shall be for the period of one (1) year, from March 1,

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth
   in, and subject to all terms and provisions of, the Vendor’s proposal dated February 1, 2022
   (hereinafter the “Proposal”), which was submitted in response to the County’s Request for
   Proposal (“RFP”) 22-024. The proposal is incorporated into, and made part of this Contract, by
   reference. Vendor shall be paid in an amount not to exceed $60,000.00.

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

   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 products shipped.
   Failure to provide sufficient specificity shall be cause for rejection of the invoice until the
necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County’s RFP#22-024, and Vendor’s responsive proposal, dated February 1, 2022, which are incorporated by reference in their 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 set out in RFP#22-024.

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 status.

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to 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.

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

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

10. **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.
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 Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **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.

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP#22-024 and Vendor’s proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

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

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

    **ATTEST:**

    **COUNTY OF GLOUCESTER**

    **Laurie J. Burns,**
    **clerk of the board**

    **Frank J. Dimarco, Director**

    **ATTEST:**

    **Cooper University Hospital**

    By:
    Title:
RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, the County of Gloucester, through the Division of Senior Services, seeks to provide various services to address the diverse needs of its senior population, aged 60 or older, and requested proposals from interested providers via RFP-22-040, and evaluated those proposals consistent the terms and provisions of N.J.S.A. 40A:11-4.1 and N.J.A.C. 5:34-4.1; and

WHEREAS, based on the evaluation of the proposals, the Purchasing Department has recommended awarding contracts using State Area Plan Grant funds, and any local match or client donations, for the following:

- Grant Agreement 021 - Borough of Glassboro, for Assistance to Municipal Centers, in an amount not to exceed $124,100.00 (Grant funds-IIIB: $11,500.00; Local Public Match: $112,500.00 Client donation: $100.00).

- Grant Agreement 022 - Rowan, for Stress Busting for Caregivers, in an amount not to exceed $23,950.00 (Grant funds-IIID: $15,798.00; Local Public Match: $8,052.00 Client donation: $100.00).

- Grant Agreement 034 - Rowan, for the Community Service Corp Wellness Program, in an amount not to exceed $8,320.00 (Grant funds-IIIB: $5,300.00; Local Public Match: $2,920.00; Client donation: $100.00).

- Grant Agreement 065 - GC Division of Social Services, for Adult Protective Services in an amount not to exceed $161,122.00 (Grant funds-APs: $158,652.00; Local Public Match: $2,470.00).

- Grant Agreement 081 - Rowan, for the Friendly Visitor-Reading & Writing Program, in an amount not to exceed $5,620.00 (Grant funds-IIIB: $2,500.00; Local Public Match: $3,020.00 Client donation: $100.00).

- Grant Agreement 089 - Visiting Angels, for Personal Care services, in an amount not to exceed $46,200.00 (Grant funds -IIIB: $46,000.00; Local Match: $0; Client donation: $200.00).

WHEREAS, the contracts shall be effective from January 1, 2022 to December 31, 2022, contingent upon Area Plan Grant funding from the NJ Division of Aging Services for 2022, and shall be for estimated units of service, and therefore, are open-ended which does not obligate the County to obtain any service; thereby, no Certificates of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to the Area Plan Grant contracts referenced hereinabove for services to be provided on behalf of the County's Senior population from January 1, 2022 to December 31, 2022.

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

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 021 DATE 1/1/2022

APPROPRIATION CODE

PROJECT ASSISTANCE TO MUNICIPAL CENTERS

GRANTEE Borough of Glassboro

1 South Main Street

Glassboro, NJ 08028

GRANT AGREEMENT PAGES 1 THROUGH 17

RECEIVED
DEC 9, 2021

GLOUCESTER COUNTY PURCHASING
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS
GRANT AGREEMENT

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COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

DEFINITIONS:

PROJECT: _______ ASSISTANCE TO MUNICIPAL CENTERS _______

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE _______ Area Plan _______

ACCOUNT CODE ________________

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2022 BY
AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE _______ BOROUGH OF GLASSBORO _______

1 South Main Street

Glassboro, NJ 08028

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF JANUARY, 2022 AND SHALL TERMINATE NO LATER

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY
TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL
COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,
THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES
WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO
HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP
ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF
THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A
COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE
TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED
UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED
FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE
PROVIDED BY THIS BOARD OF COUNTY COMMISSIONERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED
BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND
PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL
SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A
SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL
EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET
AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE
SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED
FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE
APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY.
ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS
WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH
ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM
THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS
AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON
ATTACHMENT "B", THE AMOUNT EXPENDED FOR EACH OF THE OTHER
MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE
EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE
APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER,
THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS
PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED
THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS
UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED
COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS
MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS
SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON
ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING,
10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL
ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.
EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. **BOOKS AND RECORDS.** THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE ExPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.


9. **TRAVEL EXPENSES.** THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. **PERSONAL PROPERTY.** IF PERSONALITY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ($100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALITY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED ($100.00) DOLLARS
OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS
AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND
FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT
BE LIMITED TO:

A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION
HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON
EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE
NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY
THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS
DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM
THE OPERATION OF THIS PROJECT;

C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS
OBLIGATIONS UNDER THIS AGREEMENT;

D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS
THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED
UNDER THIS AGREEMENT;

F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN
INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF
THE PROJECT;

G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH
ARE DETERIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST
LAW, N.J.S.A. 52:13D-12 ET SEQ.;

I) FAILURE TO INCORPORATE INTO GRANTEES PERSONNEL POLICIES
AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES
AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A
CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL
FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK
UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL
ACCEPTANCE OF THE WORK, THE BOROUGH OF GLASSBORO SHALL, AT
ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL
FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING
SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.
SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

   A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.

   B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoaA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

   C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoaA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATEING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. **INDEMNIFICATION.** DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

   THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE BOROUGH OF GLASSBORO FOR THE EVENT OF ASSISTANCE TO MUNICIPAL CENTERS PROGRAM FOR SENIORS ON JANUARY 1, 2021 UNTIL DECEMBER 31, 2021.

ASSURANCES:

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

BY ACCEPTING AN APC GRANT AWARD, THE MA AGREES TO THE FOLLOWING REQUIREMENTS AND SHALL INCLUDE THE FOLLOWING REQUIREMENTS IN ALL AGREEMENTS WITH ANY PARTY UTILIZING APC FUNDS:

1. ALL PARTIES UTILIZING APC FUNDS SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS.

2. APC FUNDS SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT
OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THE APC SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) APC FUNDS SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND TO BE USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. THE PROVIDER SHALL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE SERVICE AREA.

4. THE PROVIDER SHALL PROVIDE SERVICES, TO THE MAXIMUM EXTENT FEASIBLE, TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. THE PROVIDER SHALL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AAA FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH NONGOVERNMENTAL ENTITY SHALL DISCLOSE TO DOAS, UPON REQUEST, ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH ENTITY TO PROVIDE SERVICES TO OLDER INDIVIDUALS.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES:

A) THE PROVIDER SHALL USE SAMS FOR ALL APC DATA REPORTING AND CONSUMER TRACKING AS DIRECTED BY THE AAA.

B) PROVIDERS HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS AS STATED IN PM 2016-1,1-1.
C) ALL PROVIDERS HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA BY THE END OF THE NEXT WORKING DAY WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR APC PURPOSES.

8. EACH PROVIDER SHALL MAINTAIN THE CONFIDENTIALITY OF EACH CONSUMER'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES.

9. EACH PROVIDER SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE CONSUMER AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH PROVIDER SHALL COMPLY WITH AND FOLLOW THE AAA'S GRIEVANCE, RECORD RETENTION AND CONTRIBUTION POLICIES.

11. EACH PROVIDER SHALL REQUIRE ITS EMPLOYEES AND AGENTS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

LICENSURE REQUIREMENT:

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED:

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY:

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.
BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2020 RFP TO PROVIDE SERVICES THROUGH THE 2020 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS:

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

Leisure time activities are offered at the Glassboro Senior Citizen Center five (5) days a week to any resident of the County who is 60 years of age or older.

Some of the programs offered include an arts & crafts class, physical fitness program, square dancing, chorus, bingo, and aerobics. There are also a number of day trips planned throughout the year.

The Center is well staffed and has people well equipped to instruct the various activities offered.

A newsletter is published monthly, with a full calendar of events listed. The Center is also one of the Congregate Meal Sites serving between 50 and 100 meals a day.

The Center is located in an area where many seniors from the targeted populations reside. In addition, the service provider will attempt to reach the targeted populations in other locations by advertising and posting flyers in those areas.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long-term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURE
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER    021

SCOPE OF SERVICES (CONT.)

GRANTEE: Borough of Glassboro Parks & Recreation

PROJECT TITLE: Assistance to Municipal Centers

POPULATION TO BE SERVED:
Residents of the County who are 60 years of age or older with a concerted effort to target the low-income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider.

60 clients minority (12% of 500)
13 clients frail or vulnerable (2.5% of 500)

SERVICE AREA:
Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide the service of Socialization/Recreation to a minimum of 500 unduplicated clients.

SERVICE DEFINITION: SERVICE TAXONOMY: 333
Planned and structured activities and programs provided to well and functionally impaired older persons to facilitate social contact, reduce isolation, and improve personal life satisfaction

AMOUNT: $124,100.

UNITS OF SERVICE: = 480

CLIENT COUNT: 480

UNIT COST: $261.36 per unit/ client
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<td>Travel</td>
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<td>Food</td>
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<td>Equipment</td>
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<tr>
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<tr>
<td>Client Income</td>
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<td>USDA</td>
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<td><strong>NET BUDGETED COST</strong></td>
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<tr>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$ 124,100</td>
<td>100.00%</td>
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PAYMENTS:

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS:

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS
THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 021 CONSISTS OF 17 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE: BOROUGH OF GLASSBORO

1 South Main Street

Glassboro, NJ 08028

BY:  ____________________________  Date 12/28/2021

(Name)  Borough Administrator

(Title)

GRANTOR: GLOUCESTER COUNTY BOARD OF COUNTY COMMISSIONERS

BY:  ____________________  Date ____________

Name:  FRANK J. DiMARCO
TITLE:  DIRECTOR

ATTEST:  __________________

Laurie J. Burns, CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____________, ______.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

GRANT AGREEMENT NUMBER 022 DATE 1/1/2022

APPROPRIATION CODE

PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/

"STRESS BUSTING FOR CAREGIVERS"

GRANTEE: Rowan College of South Jersey

115 Budd Boulevard (Program office space location)

West Deptford, NJ 08096

GRANT AGREEMENT PAGES 1 THROUGH 18
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

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2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

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ATTACHMENTS
   A - Scope of Services
   B - Approved Budget
   C - Method of Payment and Reporting Requirements
       Monitoring Schedule and Limitations of Contract
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

DEFINITIONS:

PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/COMMUNITY SERVICE CORPS- “STRESS BUSTING FOR CAREGIVERS”

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan
ACCOUNT CODE

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2022, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER HEREAFTER REFERRED TO AS THE "COUNTY" AND:

GRANTEE: Rowan College of South Jersey
1400 Tanyard Road
Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE" WITNESSETH THAT:


2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH
THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HERIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF COMMISSIONERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.
EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. **BOOKS AND RECORDS.** THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.


9. **TRAVEL EXPENSES.** THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. **PERSONAL PROPERTY.** IF PERSONALITY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ($100.00) DOLLARS PER ITEM IS
ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALITY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED ($100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. **UNEXPENDED FUND BALANCES.** THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. **CHANGES.** THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. **ASSIGNABILITY.** THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. **DISCRIMINATION PROHIBITED.** THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. **AVAILABILITY OF FUNDS.** THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.
16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY ParticIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

I) FAILURE TO INCORPORATE INTO GRANTEES PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL
FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

A) ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.

B) THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

C) WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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, WHETHER OR NOT DUE TO
NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE FOR THE EVENT OF THE RETIRED AND SENIOR VOLUNTEER PROGRAM (R.S.V.P.) "STRESS BUSTING FOR CAREGIVERS" ON JANUARY 1, 2022 UNTIL DECEMBER 31, 2022.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING.

SUBCONTRACT REQUIREMENTS

BY ACCEPTING AN APC GRANT AWARD, THE MA AGREES TO THE FOLLOWING REQUIREMENTS AND SHALL INCLUDE THE FOLLOWING REQUIREMENTS IN ALL AGREEMENTS WITH ANY PARTY UTILIZING APC FUNDS:
1. ALL PARTIES UTILIZING APC FUNDS SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS.

2. APC FUNDS SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:

   A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

   B) ANY SERVICES TO BE PROVIDED UNDER THE APC SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSLEYITIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

   C) APC FUNDS SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND TO BE USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. THE PROVIDER SHALL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE SERVICE AREA.

4. THE PROVIDER SHALL PROVIDE SERVICES, TO THE MAXIMUM EXTENT FEASIBLE, TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. THE PROVIDER SHALL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AAA FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH NONGOVERNMENTAL ENTITY SHALL DISCLOSE TO DOAS, UPON REQUEST, ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH ENTITY TO PROVIDE SERVICES TO OLDER INDIVIDUALS.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES:
A) THE PROVIDER SHALL USE SAMS FOR ALL APC DATA REPORTING AND CONSUMER TRACKING AS DIRECTED BY THE AAA.

B) PROVIDERS HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS AS STATED IN PM 2016-1,1-1.

C) ALL PROVIDERS HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA BY THE END OF THE NEXT WORKING DAY WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR APC PURPOSES.

8. EACH PROVIDER SHALL MAINTAIN THE CONFIDENTIALITY OF EACH CONSUMER'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES.

9. EACH PROVIDER SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE CONSUMER AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH PROVIDER SHALL COMPLY WITH AND FOLLOW THE AAA’S GRIEVANCE, RECORD RETENTION AND CONTRIBUTION POLICIES.

11. EACH PROVIDER SHALL REQUIRE ITS EMPLOYEES AND AGENTS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

**LICENSURE REQUIREMENT**

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

**PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED**

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.
CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2020 RFP TO PROVIDE SERVICES THROUGH THE 2020 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 022

SCOPE OF SERVICES

“STRESS BUSTING FOR CAREGIVERS”:

A program of multi components, with a series of groups that will each meet 90 minutes/week for 9 weeks with an average of 8 participants in each group. State trained and certified RSVP volunteers and staff will facilitate the program and will teach stress management techniques, relaxation and coping strategies to the caregivers of persons afflicted with Alzheimer’s disease or Dementia.

OTHER VOLUNTEER ACTIVITIES:

Volunteers in RSVP can also be trained in various programs to augment staff so more clients could be serviced by the various programs. Volunteers work in stations needing training, i.e.:

Meal Sites - serving food, cleaning up after the meal, taking reservations

Libraries - checking books in and out, shelving books, answering phones, cataloging

Schools - Teacher's Aide for reading, math (CED), research assistant, helping children who have difficulties, after school hobby classes

Children's Agencies - Teacher's Aide, crafts, helping prepare meals, clerical duties

Hospitals - working in Admissions, in-take in Emergency, gift shop attendants, mail delivery

Counseling Agencies - hotline, women's services, men's services, transporting patients, serving refreshments

Senior Agencies & Homes - shop for and visit senior patients, deliver meals to the housebound, clerical, read to clients, write letters for clients

Volunteers in the Serv-A-Tray Program are reimbursed for travel within the program. This grant will reimburse other volunteers when their station of service warrants it.

The value of the service performed by volunteers is a commodity highly valued and therefore, there is an annual recognition luncheon where awards are presented.
Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURE.
SCOPE OF SERVICES (CONT.)

GRANTEE: Rowan College of South Jersey

PROJECT TITLE: Assistance to RSVP Senior Corps/ Community Service Corps “Stress Busting for Caregivers”.

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. RSVP, includes those who volunteer their services for Wellness Education, and those attending the prescribed “Stress Busting for Caregivers” program. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider.

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE: a series of groups that will each meet 90 minutes/week for 9 weeks with an average of 8 participants in each group. State trained and certified trainers will facilitate the program and will teach stress management techniques, relaxation and coping strategies to the caregivers of persons afflicted with Alzheimer’s disease or Dementia.

SERVICE DEFINITION: SERVICE TAXONOMY: 331
Formally structured classes, lectures or seminars which provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

AMOUNT: $23,950.

UNITS OF SERVICE: 71 unit = one session per participant.

CLIENT COUNT: 32

UNIT COST: $222.51
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<td><strong>TOTAL BUDGET COST</strong></td>
<td>15,898</td>
<td>8,052</td>
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**LES$:**
- Client Income: 100
- USDA: 0

**NET BUDGETED COST**: $23,508

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<tr>
<td><strong>TOTAL</strong></td>
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</table>
PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS
THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 022 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE __________________________
Rowan College of South Jersey

1400 Tanyard Road

Sewell, NJ 08080

BY: ________________________________

(Name) ____________________________

(Date) 12/31/2021

(Title) ____________________________

GRANTOR: GLOUCESTER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: ________________________________

(NAME): FRANK J. DiMARCO

(TITLE): DIRECTOR

ATTEST:

Laurie J. Burns, CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of ____________, ____. 

18
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

GRANT AGREEMENT NUMBER _______ 034 _______ DATE _______ 1/1/2022 _______

APPROPRIATION CODE

PROJECT _______ ASSISTANCE TO R.S.V.P. SENIOR CORPS/ _______

COMMUNITY SERVICE CORPS WELLNESS PROGRAM

GRANTEE _______ Rowan College of South Jersey _______

115 Budd Boulevard (Program office space location) _______

West Deptford, NJ 08096 _______

GRANT AGREEMENT PAGES 1 THROUGH ____ 17 ____
GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS
18. thru 22.

ASSURANCES

ATTACHMENTS
A - Scope of Services
B - Approved Budget
C - Method of Payment and Reporting Requirements, Monitoring Schedule and Limitations of Contract
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

DEFINITIONS:

PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/COMMUNITY SERVICE CORPS WELLNESS PROGRAM

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2022 BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER HEREAFTER REFERRED TO AS THE "COUNTY" AND:

GRANTEE: Rowan College of South Jersey

1400 Tavyard Road

Sewell, NJ 08080
HEREINAFTER REFERRED TO AS THE "GRANTEE" WITNESSETH THAT:

1. **TERM OF AGREEMENT.** This Agreement shall be effective as of the 1st day of January, 2022 and shall terminate no later than the 31st day of December, 2022.

2. **COMPLIANCE.** The Grantee, in order to induce the County to make the within Grant for the project, agrees that it shall comply with all provisions of the authorizing Appropriation, the Act, and any regulations, requirements or guidelines which the County may issue, whether explicitly referred to herein or not.

   It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.

3. **OTHER FUNDS.** The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project. Except as may be provided by this Board of Commissioners.

4. **SCOPE OF SERVICES.** In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

5. **COMPENSATION.** The County shall grant to the Grantee a sum not to exceed the amount contracted. The Grantee shall expend project funds in accordance with the approved budget as set forth on Attachment "B". Except as shall be more specifically limited on Attachment "B", the amount expended for the Consultants major category may not exceed the approved limit without prior written approval of the County. Any line item within the major cost category of Consultants which shall not have been expended in accordance with Attachment "B" shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment "B", the amount expended for each of the other major cost categories listed on Attachment "B", with the exception of the category of Consultants, may not exceed the approved amount by more than 1/4 of 1% provided, however, that the total approved budget is not exceeded. The express prior written approval of the budget is necessary to exceed these limitations.
6. **METHOD OF PAYMENT.** THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT “C”. AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. **BOOKS AND RECORDS.** THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.


9. **TRAVEL EXPENSES.** THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES
SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALITY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ($100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALITY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED ($100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BEOWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY
BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

I) FAILURE TO INCORPORATE INTO GRANTEES PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE
WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.
SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.

B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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 OCCcurring PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.


ASSURANCES:

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM" TO REPORT LOBBYING.

SUBCONTRACT REQUIREMENTS:

BY ACCEPTING AN APC GRANT AWARD, THE MA AGREES TO THE FOLLOWING REQUIREMENTS AND SHALL INCLUDE THE FOLLOWING REQUIREMENTS IN ALL AGREEMENTS WITH ANY PARTY UTILIZING APC FUNDS:

1. ALL PARTIES UTILIZING APC FUNDS SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS.

2. APC FUNDS SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THE APC SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) APC FUNDS SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND TO BE USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. THE PROVIDER SHALL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE SERVICE AREA.

4. THE PROVIDER SHALL PROVIDE SERVICES, TO THE MAXIMUM EXTENT FEASIBLE, TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. THE PROVIDER SHALL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AAA FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH NONGOVERNMENTAL ENTITY SHALL DISCLOSE TO DOAS, UPON REQUEST, ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH ENTITY TO PROVIDE SERVICES TO OLDER INDIVIDUALS.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES:

   A) THE PROVIDER SHALL USE SAMS FOR ALL APC DATA REPORTING AND CONSUMER TRACKING AS DIRECTED BY THE AAA.

   B) PROVIDERS HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS AS STATED IN PM 2016-1,1-1.

   C) ALL PROVIDERS HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA BY THE END OF THE NEXT WORKING DAY WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR APC PURPOSES.
8. EACH PROVIDER SHALL MAINTAIN THE CONFIDENTIALITY OF EACH CONSUMER'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES.

9. EACH PROVIDER SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE CONSUMER AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH PROVIDER SHALL COMPLY WITH AND FOLLOW THE AAA'S GRIEVANCE, RECORD RETENTION AND CONTRIBUTION POLICIES.

11. EACH PROVIDER SHALL REQUIRE ITS EMPLOYEES AND AGENTS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

LICENSE REQUIREMENT.
ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.
ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.
UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2020 RFP TO PROVIDE SERVICES THROUGH THE 2020 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.
EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.
VOLUNTEER ACTIVITIES:

Volunteers in RSVP can be trained in various programs to augment staff so more clients could be serviced by the programs. Volunteers work in stations needing training, i.e.:

Meal Sites - serving food, cleaning up after the meal, taking reservations.

Libraries - checking books in and out, shelving books, answering phones, cataloging.

Schools - Teacher's Aide for reading, math (CED), research assistant, helping children who have difficulties, after school hobby classes.

Children's Agencies - Teacher's Aide, crafts, helping prepare meals, clerical duties.

Hospitals - working in Admissions, in-take in Emergency, gift shop attendants, mail delivery.

Counseling Agencies - hotline, women's services, men's services, transporting patients, serving refreshments.

Senior Agencies & Homes - shop for and visit senior patients, deliver meals to the housebound, clerical, read to clients, write letters for clients.

Volunteers in the Serv-A-Tray Program are reimbursed for travel within the program. This grant will reimburse other volunteers when their station of service warrants it.

The value of the service performed by volunteers is a commodity highly valued and therefore, there is an annual recognition luncheon where awards are presented.

WELLNESS:

There will be a series of workshops with an average of 30 participants at each. Topics will include information on health insurance, diet, medications, productive use of leisure time as well as exercise instruction by trained volunteers. Workshops will be held throughout the county at sites of convenience for low income minority individuals.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long-term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counselling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURE.
GRANTEE: ROWAN COLLEGE OF SOUTH JERSEY

PROJECT TITLE: Assistance to RSVP Senior Corps/ Community Service Corps Wellness Program.

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. RSVP, includes those who volunteer their services for Wellness Education, and those attending the prescribed workshops for the program. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider.

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
One hour Courses / Workshops for Wellness conducted by trained volunteers for 240 clients to total 240 hours of Education.

SERVICE DEFINITION:
Formally structured classes, lectures or seminars which provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

SERVICE TAXANOLOGY: 331

AMOUNT: $8,320

UNITS OF SERVICE: 240 (unit=1 hour)

CLIENT COUNT: 240

UNIT COST: $34.64
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<th>CASH</th>
<th>IN-KIND</th>
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<td>Consultants</td>
<td>-0-</td>
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<td>-0-</td>
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<tr>
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<tr>
<td>Equipment</td>
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<td><strong>TOTAL BUDGET COST</strong></td>
<td>5,400</td>
<td>2,920</td>
<td>8,320</td>
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<tbody>
<tr>
<td>Client Income</td>
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<td>USDA</td>
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<tr>
<td><strong>NET BUDGETED COST</strong></td>
<td><strong>8,220</strong></td>
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<tr>
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<tr>
<td>Local Public</td>
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<tr>
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<td><strong>TOTAL</strong></td>
<td><strong>$ 8,320</strong></td>
<td><strong>100.00%</strong></td>
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</table>
PAYMENTS:

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF
A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4
OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO
AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:
THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS
UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS
IN GRANT FUNDING WILL BE MADE.

REPORTS:

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND
QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE
FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH ALL PROGRAM
COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE
PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR
FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS
DURING THE CONTRACT YEAR

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN
BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION
ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION
WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION
OF FINDINGS MUST BE FORWARD TO THE OFFICE ON AGING ANNUALLY.
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 034 CONSISTS OF 17 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE: Rowan College of South Jersey

1400 Tanyard Road

Sewell, NJ 08080

BY: [Signature]

(Date) 12/3/2021

(Title)

GRANTOR: GLOUCESTER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

Name: FRANK J. DiMARCO

Title: DIRECTOR

ATTEST:

Laurie J. Burns, CLERK OF THE BOARD

THIS AGREEMENT dated this ___ day of ____________, ____.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS
INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 065 DATE 1/1/2022

APPROPRIATION CODE

PROJECT ADULT PROTECTIVE SERVICES (APS)

GRANTEE Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 18

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DEC 5 2021

GLOUCESTER COUNTY PURCHASING
COUNTY OF GLOUCESTER  
BOARD OF COUNTY COMMISSIONERS  

GRANT AGREEMENT  

INDEX TO PROVISION  

GENERAL PROVISIONS OF GRANT AGREEMENT  

1. Term of Agreement  
2. Compliance  
3. Other Funds  
4. Scope of Services  
5. Compensations  
6. Method of Payment  
7. Books & Records  
8. Reports and Submissions  
9. Travel Expenses  
10. Personal Property  
11. Unexpended Fund Balances  
12. Changes  
13. Assignability  
14. Discrimination Prohibited  
15. Availability of Funds  
16. Termination  
17. Insurance  

SUPPLEMENTARY PROVISIONS  
18.thru 22  

ASSURANCES  

ATTACHMENTS  
A - Scope of Services  
B - Approved Budget  
C - Method of Payment and Reporting Requirements  
    Monitoring Schedule and Limitations of Contract
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS
GRANT AGREEMENT

DEFINITIONS:

PROJECT: ADULT PROTECTIVE SERVICES (APS)

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan
ACCOUNT CODE

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2022,

BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
   OF THE 1ST DAY OF JANUARY, 2022 AND SHALL TERMINATE NO LATER

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY
   TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL
   COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,
   THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES
WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO
HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP
ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF
THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A
COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE
TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED
UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED
FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE
PROVIDED BY THIS BOARD OF Commissioners.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED
BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND
PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL
SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A
SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL
EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET
AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE
SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED
FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE
APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY.
ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS
WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH
ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM
THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS
AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON
ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER
MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE
EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE
APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER,
THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS
PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED
 THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS
UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED
COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS
MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS
SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON
ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING,
10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL
ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.
EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF
ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO
PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED."

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT."

7. **BOOKS AND RECORDS.** THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.


9. **TRAVEL EXPENSES.** THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. **PERSONAL PROPERTY.** IF PERSONALITY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ($100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALITY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED ($100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT
11. **UNEXPENDED FUND BALANCES.** The grantee may incur costs only during the period set forth in Paragraph #1 of this agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county division of senior services.

12. **CHANGES.** The county may, from time to time, request changes in the scope of services of the grantee to be performed. Such changes, including any increase or decrease in the amount of the grantee’s compensation which are mutually agreed upon by and between the county and the grantee, must be incorporated in written amendments to this agreement.

13. **ASSIGNABILITY.** The grantee shall not subcontract any of the work or services covered by this agreement, nor shall any interest in this agreement be assigned or transferred, except as may be provided within the terms of this agreement or with the express written approval of the county.

14. **DISCRIMINATION PROHIBITED.** The grantee shall not discriminate in the performance of this agreement because of sex, race, creed or national origin or of disability, according to Section 504 of the Rehabilitation Act of 1973, as amended.

15. **AVAILABILITY OF FUNDS.** The parties hereto recognize that this grant agreement, made on behalf of the county, is dependent upon such funding appropriation as may be made by the state department, the federal government or other funding sources; the county shall not be held liable for any breach of this agreement because of the absence of available funding appropriations.

16. **TERMINATION.** The county may, by giving written notice to the grantee, specifying the effective day, terminate this agreement in whole or in part, at any time, without cause and for convenience, or for any cause, which shall include but not be limited to:

   A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY
PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY
PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY
THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES,
OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT
EMANATING FROM THE OPERATION OF THIS PROJECT;

C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY
ITS OBLIGATIONS UNDER THIS AGREEMENT;

D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS
THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL
RESPECT;

E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED
UNDER THIS AGREEMENT;

F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE
AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL
FACILITIES OF THE PROJECT;

G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF
WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS
PROJECT;

H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF
INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

I) FAILURE TO INCORPORATE INTO GRANTEES PERSONNEL
POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE
OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO
HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL
FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK
UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL
ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY DIVISION OF
SOCIAL SERVICES SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE
COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF
INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE
OF SUCH COVERAGE.
SUPPLEMENTARY PROVISIONS
(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

A) ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.

B) THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

C) WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT FROM DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ANY 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, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.
21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.


ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

BY ACCEPTING AN APC GRANT AWARD, THE MA AGREES TO THE FOLLOWING REQUIREMENTS AND SHALL INCLUDE THE FOLLOWING REQUIREMENTS IN ALL AGREEMENTS WITH ANY PARTY UTILIZING APC FUNDS:

1. ALL PARTIES UTILIZING APC FUNDS SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS.

2. APC FUNDS SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THE APC SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) APC FUNDS SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND TO BE USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. THE PROVIDER SHALL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE SERVICE AREA.

4. THE PROVIDER SHALL PROVIDE SERVICES, TO THE MAXIMUM EXTENT FEASIBLE, TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. THE PROVIDER SHALL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AAA FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH NONGOVERNMENTAL ENTITY SHALL DISCLOSE TO DOAS, UPON REQUEST, ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH ENTITY TO PROVIDE SERVICES TO OLDER INDIVIDUALS.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES:

A) THE PROVIDER SHALL USE SAMS FOR ALL APC DATA REPORTING AND CONSUMER TRACKING AS DIRECTED BY THE AAA.

B) PROVIDERS HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS AS STATED IN PM 2016-1,1-1.

C) ALL PROVIDERS HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA BY THE END OF THE NEXT WORKING DAY WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR APC PURPOSES.
8. EACH PROVIDER SHALL MAINTAIN THE CONFIDENTIALITY OF EACH CONSUMER'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES.

9. EACH PROVIDER SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE CONSUMER AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH PROVIDER SHALL COMPLY WITH AND FOLLOW THE AAA'S GRIEVANCE, RECORD RETENTION AND CONTRIBUTION POLICIES.

11. EACH PROVIDER SHALL REQUIRE ITS EMPLOYEES AND AGENTS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
SCOPE OF SERVICES

Service Requirements for Providers

ADULT PROTECTIVE SERVICES (APS) grantee shall provide or arrange for the provision of voluntary or court-ordered social, legal, financial, medical or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults (age 18 years and above) and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act, any regulations promulgated pursuant thereto, and the terms and provision of this agreement.

Protective services shall include, but not be limited to:

- evaluating the need for services;
- providing or arranging for appropriate services;
- obtaining financial benefits to which a person is entitled;
- arranging for guardianship;
- other legal actions;
- the establishment and maintenance of an emergency cash fund for special client needs such as:
  1. medical expenses not reimbursable under other programs;
  2. environmental modifications necessary for safety;
  3. special house cleaning and extermination services;
  4. transportation expenses not reimbursable under other programs;
  5. and temporary housing for a period not to exceed six months

The following services may also be provided by the grantee, but are not required. They include:

- use of physician, nurse, or psychiatric consultant(s) for functional assessments;
- after hours phone coverage for emergencies

The grantee shall maintain a minimum working day of seven hours in order to receive reports of abuse, neglect, and exploitation except on weekends and holidays.

Referrals shall be evaluated by the grantee’s Adult Protective Services worker(s) directly and not through a subcontract.

Protective services should be used as a short-term intervention for a client’s situation. If necessary, at the resolution of the crisis, a referral for long-term care management should be made to the appropriate agency.
Administrative Responsibilities

The grantee shall provide Division representatives with timely access to all files, materials, and records reasonably related to compliance with the requirements contained herein to enable such representatives to carry out their monitoring responsibilities.

The grantee shall submit a completed Client Registration Form (APS-2) for each referral accepted by the grantee with 30 days following the end of the month in which the referral was received. A completed Client Termination Form (APS-3) shall be submitted to the State Coordinator, Adult Protective Services Program, Division of Senior Affairs, for each client terminated from services within 30 days following the end of the month in which the case was closed. The Adult Protective Services Transmittal Form (APS-4) shall serve as a cover document for the Client Registration and Client Termination Forms being forwarded.

The grantee shall maintain accurate fiscal records regarding program expenditures as provided or in this agreement. The grantee shall submit fiscal and program information as may be deemed necessary by the Division to maintain accountability.

All records and communications pertaining to any report, evaluation, or service provided in the Adult Protective Services Program shall be confidential. All third party information, together with the identity of reporters, witnesses and adults allegedly in need of protective services shall be confidential, except disclosures which may be necessary to enable the grantee to perform its duties and to support any findings that my result from the evaluation of a report. All grantee staff, aides, volunteers and students shall maintain confidentiality in all matters pertaining to the APS Program. Information may only be released when:

1. The disclosure of information is necessary for the Adult Protective Services provider to perform its responsibilities as set forth in regulation; or

2. court of competent jurisdiction directs disclosure.

The grantee shall establish a system to ensure the security of confidential information concerning clients and others. A confidential system shall be required for both written and computer files.
Staffing - Minimum Standard
The grantee shall ensure that staff engaged in carrying out the mandates of the Adult Protective Services Program meets the following standards:

- Possession of a bachelor’s degree from an accredited college or university or graduation as a registered nurse from an accredited institution.
- Experience in social services may be substituted on a year-by-year basis for a college or university degree.
- Completion of the 90-hour mandatory basic training program offered by the Division.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long-term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.
GRANTEE: Gloucester County Division of Social Services

PROJECT TITLE: Adult Protective Services (APS)

POPULATION TO BE SERVED: Vulnerable Adults, age 18 years and above, who reside in Gloucester County in a community setting, who are subject to abuse, neglect or exploitation and due to mental or physical disabilities lack sufficient understanding or capacity to make and/or carry out decisions concerning their well-being

SERVICE AREA: Gloucester County with a concerted effort to serve areas where low income minority population may be located.

OBJECTIVE: To provide or arrange for the provision of voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act.

SERVICE DEFINITION: Voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation. Units of Service = Contact

AMOUNT: $161,122.

UNITS OF SERVICE: 3468 (UNIT—EACH CONTACT)

CLIENT COUNT: 150

UNIT COST: $46.46
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<tr>
<td>Consultants</td>
<td>500</td>
<td>-0-</td>
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<tr>
<td>Travel</td>
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<td>-0-</td>
<td>500</td>
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<td>Printing &amp; Off Sup</td>
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<td>-0-</td>
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<tr>
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<td>Other</td>
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<td>Indirect Cost</td>
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<td><strong>TOTAL BUDGET COST</strong></td>
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<td><strong>$161,122.</strong></td>
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<td><strong>NET BUDGETED COST</strong></td>
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<td>Federal Share</td>
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<td><strong>TOTAL</strong></td>
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</table>
SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 065 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE: Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

BY: [Signature] Date 1-7-2022

(Name) [Title]

FUNDING AGENCY
AREA AGENCY ON AGING: DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR SERVICES.

BY: [Signature] Date 1-1-2022

TITLE: Executive Director

GRANTOR: GLOUCESTER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature] Date

Name: FRANK J. DIMARCO
Title: DIRECTOR

ATTEST:

Laurie J. Burns, CLERK OF THE BOARD

This Agreement dated this ___ day of ____________, ____.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 081 DATE 1/1/2022

APPROPRIATION CODE

PROJECT Friendly Visitor focusing on Reading & Writing Program

GRANTEE: Rowan College of South Jersey

R.S.V.P. SENIOR CORPS/COMMUNITY SERVICE CORPS PROGRAM
115 Budd Boulevard (Program office space location)
West Deptford, NJ 08096

GRANT AGREEMENT PAGES 1 THROUGH 16
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS
18. thru 22.

ASSURANCES

ATTACHMENTS:
   A - Scope of Services
   B - Approved Budget
   C - Method of Payment and Reporting Requirements
       Monitoring Schedule and Limitations of Contract
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

DEFINITIONS:

PROJECT  Friendly Visitor focusing on Reading & Writing

ACT:  Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE  Area Plan
ACCOUNT CODE

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2022 BY
AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE:  Rowan College of South Jersey
R.S.V.P. Senior Corps/Community Service Corps Program
1400 Tanyard Road
Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT.  THIS AGREEMENT SHALL BE EFFECTIVE AS OF
THE 1ST DAY OF JANUARY, 2022 AND SHALL TERMINATE NO LATER THAN THE
31ST DAY OF DECEMBER, 2022.

2. COMPLIANCE.  THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO
MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL
COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE

3
ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE
COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS
OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS
GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT
BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET
FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED
UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL
SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS
BOARD OF COUNTY COMMISSIONERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY
THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER
MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES
SPECIFIED IN ATTACHMENT “A”.

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM
NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND
PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET
FORTH ON ATTACHMENT “B”. EXCEPT AS SHALL BE MORE SPECIFICALLY
LIMITED ON ATTACHMENT “B”, THE AMOUNTS EXPENDED FOR THE
CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT
WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM
WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT
HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT “B” SHALL BE
CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE
PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE
SPECIFICALLY LIMITED ON ATTACHMENT “B”. THE AMOUNT EXPENDED FOR
EACH OF THE OTHER
MAJOR COST CATEGORIES LISTED ON ATTACHMENT “B”, WITH THE
EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE
APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER,
THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS
PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED
 THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER
THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY
VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE
REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN
ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT “C”. AS
MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT
TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT
ON THE PROGRAM.
EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF
ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE
SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. **BOOKS AND RECORDS.** THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.


9. **TRAVEL EXPENSES.** THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. **PERSONAL PROPERTY.** IF PERSONALITY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ($100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALITY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED ($100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST.
11. **UNEXPENDED FUND BALANCES.** THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. **CHANGES.** THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. **ASSIGNABILITY.** THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. **DISCRIMINATION PROHIBITED.** THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. **AVAILABILITY OF FUNDS.** THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE APPROPRIATIONS.

16. **TERMINATION.** THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

   A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;
B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

I) FAILURE TO INCORPORATE INTO GRANTEES PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ROWAN COLLEGE AT GLOUCESTER COUNTY SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.
SUPPLEMENTARY PROVISIONS
(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.

B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.
21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY R.S.V.P. PROGRAM FOR THE EVENT OF FRIENDLY VISITING READING AND WRITING PROGRAM FOR SENIORS ON JANUARY 1, 2021 UNTIL DECEMBER 31, 2021.

ASSURANCES:

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

BY ACCEPTING AN APC GRANT AWARD, THE MA AGREES TO THE FOLLOWING REQUIREMENTS AND SHALL INCLUDE THE FOLLOWING REQUIREMENTS IN ALL AGREEMENTS WITH ANY PARTY UTILIZING APC FUNDS:

1. ALL PARTIES UTILIZING APC FUNDS SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS.

2. APC FUNDS SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:

   A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
B) ANY SERVICES TO BE PROVIDED UNDER THE APC SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) APC FUNDS SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND TO BE USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. THE PROVIDER SHALL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE SERVICE AREA.

4. THE PROVIDER SHALL PROVIDE SERVICES, TO THE MAXIMUM EXTENT FEASIBLE, TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. THE PROVIDER SHALL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AAA FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH NONGOVERNMENTAL ENTITY SHALL DISCLOSE TO DOAS, UPON REQUEST, ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH ENTITY TO PROVIDE SERVICES TO OLDER INDIVIDUALS.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES:

   A) THE PROVIDER SHALL USE SAMS FOR ALL APC DATA REPORTING AND CONSUMER TRACKING AS DIRECTED BY THE AAA.

   B) PROVIDERS HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS AS STATED IN PM 2016-1,1-1.

   C) ALL PROVIDERS HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA BY THE END OF THE NEXT WORKING DAY WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR APC PURPOSES.

8. EACH PROVIDER SHALL MAINTAIN THE CONFIDENTIALITY OF EACH CONSUMER'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES.
9. EACH PROVIDER SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE CONSUMER AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH PROVIDER SHALL COMPLY WITH AND FOLLOW THE AAA’S GRIEVANCE, RECORD RETENTION AND CONTRIBUTION POLICIES.

11. EACH PROVIDER SHALL REQUIRE ITS EMPLOYEES AND AGENTS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

LICENSE REQUIREMENT

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2020 RFP TO PROVIDE SERVICES THROUGH THE 2022 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.
SCOPE OF SERVICES

VOLUNTEER ACTIVITIES: R.S.V.P. will conduct the following Friendly visits reassurance telephone calls to 30 isolated and homebound senior residents.

Assistance in reading and writing, and client referrals.

Participants: 30 Gloucester County residents from targeted segments of society, such as homebound, isolated, and vulnerable seniors.

Participant outcomes: Data collection to determine long term accomplishments and impact, as well as, referrals and satisfaction.

Reporting: Quarterly reports to be completed in a timely fashion with supporting documentation available upon request.

The anticipated number of clients to receive friendly visitor assistance through R.S.V.P. for grant year 2022 will be 30 seniors. The priority groups will be the impoverished, minority, frail, and vulnerable seniors residing in Gloucester County.

Volunteers will be covered by R.S.V.P. insurance and receive mileage for these visits.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

GRANTEE: Rowan College of South Jersey - Retired & Senior Volunteer Program

PROJECT TITLE: Friendly Visitor focusing on Reading & Writing

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. A concerted effort will be made to target the low-income minority population in at least the same proportion of older individuals of the area served by the provider

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE: To provide 15 friendly visitors to administer reading / writing assistance to 30 Gloucester County isolated and homebound seniors. This program will be facilitated to promote self-improvement, enhancement of the quality of life, and improvement of self-care, advocacy, protection, and dignity.

SERVICE DEFINITIONS: SERVICE TAXONOMY: 209

Friendly Visiting 209: An organized service that provides regular visits to socially and/or geographically isolated older individuals for purposes of providing companionship and social contact.

Amount: $5,620.00

UNITS OF SERVICE: 1124 (unit = each visit)

CLIENT COUNT: 30

UNIT COST: $5.00 (per contact)
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<tr>
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**LESS:**
- Client Income: 100
- USDA: -0-

**NET BUDGETED COST:** $5,520

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<tr>
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<td><strong>TOTAL</strong></td>
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PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH.

MONITORING

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 081 CONSISTS OF 16 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE: Rowan College of South Jersey

1400 Tanyard Road

Sewell, NJ 08080

BY: (Name) [Signature] Date 12/31/2021

(Title)

GRANTOR: GLOUCESTER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Name: FRANK J. DiMARCO

Title: DIRECTOR

ATTEST: [Signature] Laurie J. Burns, CLERK OF THE BOARD

THIS AGREEMENT dated this ____ day of ____________, ____.
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER ___________ 089 ___________ DATE 1/1/2022

APPROPRIATION CODE _______________________________________

PROJECT: PERSONAL CARE SERVICE

GRANTEE: VISITING ANGELS

__________________________
397 Bridgeton Pike
Martua, NJ 08051

GRANT AGREEMENT PAGES 1 THROUGH ___18___

RECEIVED

DEC 31 2021
GLOUCESTER COUNTY PURCHASING
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS
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ATTACHMENTS:
I - Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, and Health Care Benefits for Certain Non-County Employees
A - Scope of Services
B - Approved Budget
C - Method of Payment and Reporting Requirements, Monitoring Schedule and Limitations of Contract
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

DEFINITIONS:

PROJECT __________________________

PERSONAL CARE SERVICE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE __________________________

Area Plan

ACCOUNT CODE __________________________

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1st DAY OF January, 2022, BY

AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER HEREAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE __________________________

Visiting Angels.

397 Bridgeton Pike

Mantua, NJ 08051

HEREAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:


2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.
IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP
ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF
THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A
COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE
TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED
UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED
FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE
PROVIDED BY THIS BOARD OF COUNTY COMMISSIONERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED
BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND
PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL
SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A
SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL
EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET
AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE
SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED
FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE
APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY.
ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS
WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH
ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM
THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS
AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON
ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER
MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE
EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE
APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER,
THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS
PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED
THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS
UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED
COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS
MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS
SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON
ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10%
OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE
OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED
DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD.
FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR
REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT."

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.


9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALITY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ($100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALITY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED ($100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT
TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DEPARTMENT ON AGING.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY
PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

E) ANY IMPROPER OR INEFFECTIVE USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

I) FAILURE TO INCORPORATE INTO GRANTEES PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. **PROOF OF INSURANCE.** PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.
SUPPLEMENTARY PROVISIONS
(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. **THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:**

A) **ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.**

B) **THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.**

C) **WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.**

19. **A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLD AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.**

20. **INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:**

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.
21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE ASSOCIATION HEALTH AND HOSPICE SERVICE FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2022 UNTIL DECEMBER 31, 2022.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

LICENSURE REQUIREMENT

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.
CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2020 RFP TO PROVIDE SERVICES THROUGH THE 2020 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.
The County of Gloucester has implemented a “Living Wage” Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, and Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2018).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage of $8.60; currently $12.90 per hour. The Gloucester County “Living Wage” is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to paragraph a., of this administrative code section” currently $3.22 per hour, the total living wage equal to $16.12 per hour.

A statement of employees’ wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer form providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.
SCOPE OF SERVICES

Personal Care / Homemaker Service is primarily an interim care program to provide home care until a more lasting service can be arranged. As an interim program this service will be limited to a maximum of 38 hours per client per contract year, usually at 2 hours per visit or arranged for the good of the client.

This is a hands-on personal care service for those homebound seniors 60 and over who are unable to care for themselves and have exhausted other services (i.e., Medicare, Medicaid, or private insurance) but who need additional time to arrange long term home care or institutionalization.

Personal Care / Homemaker Services provided by Homemaker /Personal Care Assistants include personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

**Personal Care / Homemaking Service**

A Homemaker may:

- sort, spot, wash, **dry, fold, and store** client’s personal laundry, linens and towels;
- dust and vacuum client’s bedroom and other personal living space;
- wash mirrors, fixtures and non-wood surfaces in bedroom and other personal living space;
- polish wood surfaces in bedroom and other personal living spaces;
- wash and sanitize bathtub, toilet and sink in **client** bathroom and damp mop the floor;
- general tidying of area most highly utilized by the client;
- wash and sanitize countertops in kitchen;
- wash, **dry, and store** dishes;
- wipe **kitchen** sink and stove/microwave;
- plan and shop for **client** meal makings;
- prepare **client** meals for immediate and future consumption;
- assist with feeding, dressing, grooming tasks; and
- monitor need for personal care and make appropriate referrals.

The service provider will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target population. All clients will be from the frail or disabled target population. Doctors, hospitals, or other medical sources will refer most.
SCOPE OF SERVICES, CONT.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

GRANTEES: Visiting Angels

PROJECT TITLE: Personal Care Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low-income minority population in at least the same proportion of older individuals of the area served by the provider: 35 Total clients; 14 clients low income (40% of 35), 10 clients minority (29% of 35), 35 clients frail/disabled (100% of 35), 28 clients low-income minority (69% of 35).

SERVICE AREA: The entire geographical area of Gloucester County attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE: To provide general support by trained and professionally supervised homemaker home health aides/personal care assistants to homebound clients as an interim service while other arrangements are pursued in order to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE DEFINITION: SERVICE TAXONY: 323

Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

AMOUNT: $46,000.

UNITS OF SERVICE: 1,489 (unit= hour)

CLIENT COUNT: 24

UNIT COST: $31.02
<table>
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**LESS:**

Client Income  $200.  
Grantee Match   -0-   

**NET BUDGETED COST**  $46,000.  

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<td>III B</td>
<td>$46,000.</td>
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SUBCONTRACT REQUIREMENTS:

BY ACCEPTING AN APC GRANT AWARD, THE MA AGREES TO THE FOLLOWING REQUIREMENTS AND SHALL INCLUDE THE FOLLOWING REQUIREMENTS IN ALL AGREEMENTS WITH ANY PARTY UTILIZING APC FUNDS:

1. ALL PARTIES UTILIZING APC FUNDS SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS.

2. APC FUNDS SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:

   A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

   B) ANY SERVICES TO BE PROVIDED UNDER THE APC SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

   C) APC FUNDS SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND TO BE USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. THE PROVIDER SHALL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE SERVICE AREA.

4. THE PROVIDER SHALL PROVIDE SERVICES, TO THE MAXIMUM EXTENT FEASIBLE, TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. THE PROVIDER SHALL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AAA FOR PROVIDING SERVICES TO LOW-INCOME MINORITY
INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH NONGOVERNMENTAL ENTITY SHALL DISCLOSE TO DOAS, UPON REQUEST, ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH ENTITY TO PROVIDE SERVICES TO OLDER INDIVIDUALS.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES:

   A) THE PROVIDER SHALL USE SAMs FOR ALL APC DATA REPORTING AND CONSUMER TRACKING AS DIRECTED BY THE AAA.

   B) PROVIDERS HAVING ACCESS TO SAMs SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS AS STATED IN PM 2016-1,1-1.

   C) ALL PROVIDERS HAVING ACCESS TO SAMs SHALL NOTIFY THE AAA BY THE END OF THE NEXT WORKING DAY WHEN A SAMs USER NO LONGER REQUIRES ACCESS TO SAMs TO CONDUCT BUSINESS FOR APC PURPOSES.

8. EACH PROVIDER SHALL MAINTAIN THE CONFIDENTIALITY OF EACH CONSUMER'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES.

9. EACH PROVIDER SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE CONSUMER AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH PROVIDER SHALL COMPLY WITH AND FOLLOW THE AAA'S GRIEVANCE, RECORD RETENTION AND CONTRIBUTION POLICIES.

11. EACH PROVIDER SHALL REQUIRE ITS EMPLOYEES AND AGENTS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.
ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH, ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG-TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH SABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 089 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE: VISITING ANGELS

397 Bridgeton Pike
Mantua, NJ 08051

BY: ________________ Date ________________

Frank Mustafer
(Name) Director

GRANTOR: GLOUCESTER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: ________________ Date ________________

Name: FRANK J. DIMARCO
Title: DIRECTOR

ATTEST:

Laurie J. Burns, CLERK OF THE BOARD

THIS AGREEMENT dated this ____ day of ____________, ______.
WHEREAS, the County awarded contracts on January 20, 2021, per RFP# 21-012, to Center For Family Services, Inc., Joseph’s House of Camden, LLC, and Volunteers of America, Delaware Valley, Inc. for a term of one year each, from January 1, 2021 to December 31, 2021, with the option to extend for two (2) one (1) year terms; and

WHEREAS, the County would like to exercise the option to extend for one year, through December 31, 2022 and amend the contracts based on the availability of funding; and

WHEREAS, the contract with Center for Family Services, Inc. is decreasing the current contract amount by $5,934.00, resulting in a total contract amount not to exceed $32,776.00 through December 31, 2022 for the provision of emergency placement of homeless pregnant or parenting women at Mother Child Residential; and

WHEREAS, the contract with Joseph’s House of Camden, LLC is increasing the current contract amount by $8,088.00, resulting in a total contract amount not to exceed $38,088.00 through December 31, 2022 for the provision of day and night emergency motel/hotel placements for single individuals; and

WHEREAS, the contract with Volunteers of America, Delaware Valley, Inc. is increasing the current contract amount by $13,485.00, resulting in a total contract amount not to exceed $64,775.00 through December 31, 2022 for the provision of emergency shelter at Eleanor Corbett House, 24-hour supervision, case management, meals, and transportation; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability 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 from the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendments to the contracts with Center For Family Services, Inc., decreasing the amount by $5,934.00, resulting in a total contract amount not to exceed $32,776.00; Joseph’s House of Camden, LLC, increasing the amount by $8,088.00, resulting in a total contract amount not to exceed $38,088.00; and Volunteers of America, Delaware Valley, Inc., increasing the amount by $13,485.00, resulting in a total contract amount not to exceed $64,775.00, through December 31, 2021; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original contract shall remain in full force and effect; 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, March 2, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
AMENDMENT TO CONTRACT BETWEEN COUNTY OF GLOUCESTER AND CENTER FOR FAMILY SERVICES, INC.

THIS is an Amendment to a contract entered into on the 20th of January, 2021 (Per RFP #21-012), by and between the County of Gloucester and Center for Family Services, Inc. (Contractor).

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

The Amendment decreases the allocation for the provision of emergency placement of homeless pregnant or parenting women at Mother Child Residential by $5,934.00, resulting in a total contract amount not to exceed $32,776.00 through December 31, 2022.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

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

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director

ATTEST: CENTER FOR FAMILY SERVICES, INC.

By: Title:
AMENDMENT TO CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
JOSEPH’S HOUSE OF CAMDEN, LLC

THIS is an Amendment to a contract entered into on the 20th of January, 2021 (Per RFP #21-012), by and between the County of Gloucester and Joseph’s House of Camden, LLC (Contractor).

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

The Amendment increases the allocation for the provision of day and night emergency motel/hotel placements by $8,088.00, resulting in a total contract amount not to exceed $38,088.00 through December 31, 2022.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

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

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

ATTEST:

JOSEPH’S HOUSE OF CAMDEN, LLC

By:
Title:
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.

THIS is an Amendment to a contract entered into on the 20th of January, 2021 (Per RFP #21-012), by and between the County of Gloucester and Volunteers of America, Delaware Valley, Inc. (Contractor).

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

The Amendment increases the allocation for the provision of emergency shelter at Eleanor Corbett House, 24-hour supervision, case management, meals, and transportation by $13,485.00, resulting in a total contract amount not to exceed $64,775.00 through December 31, 2022.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

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

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

ATTEST:

VOLUNTEERS OF AMERICA,
DELAWARE VALLEY, INC.

By:
Title:
RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH COMPUTER SQUARE, INC. D/B/A CSI TECHNOLOGY GROUP FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $134,651.40

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, maintenance services and cloud hosting services for 2022 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, Kaasbey, NJ 08832, for a total amount of $134,651.40 (comprised of $3,600.00 for eDiscovery cloud services, $51,051.40 for Microsoft Azure cloud maintenance and hosting services, and $80,000.00 for InfoShare software maintenance), from January 1, 2022 to December 31, 2022; and

WHEREAS, the County Treasurer has certified to the availability of funds pursuant to C.A.F. Number 22-01324 for $3,600.00 (the annual eDiscovery payment due), and C.A.F. Number 22-01325 for $20,000.00 (InfoShare-1st Qtr.), and C.A.F. Number 22-01326 for $127,602.85 (Microsoft Azure-1st Qtr.) as per contract terms, for a total amount of $36,362.85 to be immediately charged against budget line item 2-01-25-275-001-20370, with the remaining balance of $98,288.55 to be encumbered upon approval of the final 2022 Gloucester County Budget.

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 maintenance and cloud hosting services from January 1, 2022 to December 31, 2022, for a total amount of $134,651.40 as per contractor’s invoice numbers 72806 (InfoShare), 72807 (Microsoft Azure) and 72808 (Cloud Hosting eDiscovery).

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
PURCHASE CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMPUTER SQUARE, INC. d/b/a
CSI TECHNOLOGY GROUP

THIS CONTRACT is made effective the 2nd day of March, 2022, 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, Keansbey, NJ 08832, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County of Gloucester, through the Prosecutor’s Office has a need for 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, 2022 to December 31, 2022.

2. COMPENSATION. Contractor shall be paid a total amount of $134,651.40, as per unit prices set forth in Contractor’s invoice numbers 72806, 72807 and 72808, dated November 5, 2021. Payments toward invoice numbers 72806 and 72807 shall be made quarterly, with the first quarter payment to be paid upon or immediately after full execution of this Contract. Full payment toward invoice number 72808 shall be paid upon or immediately after full execution of this Contract. Thereby, the combined total to be paid upon or immediately after full execution of this Contract shall be $36,362.85.

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 invoice numbers 72806, 72807 and 72808 dated November 5, 2021, which are annexed hereto as Exhibit A 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.

   f. The Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.
5. **LICENSING 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 invoice numbers 72806, 72807 and 72808 annexed hereto as Schedule A. Should there occur a conflict in the documents identified herein, then this Contract shall prevail.

**THIS CONTRACT** is effective as of the 1st day of January, 2022.

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

**ATTEST:**

Laurie J. Burns,  
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

**ATTEST:**

COMPUTER SQUARE, INC. d/b/a CSI TECHNOLOGY GROUP

By: WILLIAM YEH  
Title: PRESIDENT & CEO
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 invoice numbers 72806, 72807 and 72808 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 2nd day of March, 2022.

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

**ATTEST:**

---

**COUNTY OF GLOUCESTER**

---

**LAURIE J. BURNS,**

CLERK OF THE BOARD

---

**FRANK J. DIMARCO,**

DIRECTOR

---

**ATTEST:**

---

COMPUTER SQUARE, INC. d/b/a

CSI TECHNOLOGY GROUP

---

By: **WILLIAM YEH**

Title: **PRESIDENT & CEO**
EXHIBIT A
## Invoice

**Date:** 11/05/2021  
**Invoice #:** 72806

### Bill to:

<table>
<thead>
<tr>
<th>Gloucester County Prosecutor’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. BOX 623</td>
</tr>
<tr>
<td>Criminal Justice Complex</td>
</tr>
<tr>
<td>Woodbury, NJ 08096</td>
</tr>
<tr>
<td>Attn: Chief Thomas Gilbert</td>
</tr>
<tr>
<td><a href="mailto:tgilbert@oc.gloucester.nj.us">tgilbert@oc.gloucester.nj.us</a></td>
</tr>
</tbody>
</table>

### Contract: NET 30 DAYS

<table>
<thead>
<tr>
<th>Rep</th>
<th>Date</th>
<th>Via</th>
<th>Customer Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Parent</td>
<td>01/01/2022</td>
<td>SERVICE</td>
<td>PNIMEI</td>
</tr>
</tbody>
</table>

### Qty | Item Code | Description                                                                 |
|-------|-----------|-----------------------------------------------------------------------------|
| 1     | Maintenance| InfoShare Software Maintenance  
* InfoShare Case & Document System  
* Crime Scene Module  
* Case Management Module  
* Screening, Grand Jury and Trial  
* Indigent Accusation Templates  
* Intelligence Module  
* AOC Interface  
* Evidence Module  
* Foreclosure Module  
  
  **Maintenance Period  
  From 01/01/2022 to 03/31/2022**  
  **Discovery Component**  |
| 1     | Maintenance-1| **Maintenance Period  
  From 01/01/2022 to 03/31/2022**  
  **Discovery Component**  |
| 1     | Maintenance-2| **Maintenance Period  
  From 01/01/2022 to 03/31/2022**  
  **Maintenance Cap Adjustment  
  Maintenance Service for:**  
* eCDR Feed  
* VW SUITE  
* Discovery  
  
  **Maintenance Period  
  From 01/01/2022 to 03/31/2022**  |
| 1     | Maintenance-3| **Maintenance Period  
  From 01/01/2022 to 03/31/2022**  
  **Discovery**  
* CAC Module  
* JV Module  
* Sexual Assault Submodule  
  
  **Maintenance Period  
  From 01/01/2022 to 03/31/2022**  |

### Unit Price  | Amount
| $12,500.00  | $12,500.00  |
| $1,125.00   | $1,125.00   |
| $1,312.50   | $1,312.50   |
| $5,062.50   | $5,062.50   |

### Total

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<th>$20,000.00</th>
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<td>$0.00</td>
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<td>Total</td>
<td>$20,000.00</td>
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### Note:

*NJ/CSI Agreement # 20-M0603-CSI01
**Computer Square, Inc.**

330 MAC LANE, KEASBEY, NJ 08732 USA
TEL: (732) 346-0200 FAX: (732) 346-0209
http://www.csitech.com

---

**Invoice**

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>11/05/2021</td>
<td>72807</td>
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</tbody>
</table>

**Bill to:**

Gloucester County Prosecutor's Office  
P.O. BOX 623  
Criminal Justice Complex  
Woodbury, NJ 08096  
Attn: Chief Thomas Gilbert  
gilbert@co.gloscestertnj.us

**Ship to:**

Gloucester County Prosecutor's Office  
P.O. BOX 623  
Woodbury, NJ 08096  
Attn: Thomas Gilbert

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Term</th>
<th>Rep</th>
<th>Ship</th>
<th>Via</th>
<th>Customer Code</th>
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</thead>
<tbody>
<tr>
<td>Contract</td>
<td>NET 30 DAYS</td>
<td>James Parent</td>
<td>01/01/2022</td>
<td>SERVICE</td>
<td>PNME1</td>
</tr>
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<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Code</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 1   | Cloud Hosting Services -1                                                   | Maintenance Period  
From 01/01/2022 to 03/31/2022 | $5,262.85  | $5,262.85 |
| 1   | Maintenance-4                                                               | Annual Server Maintenance on Microsoft Azure Cloud  
Maintenance Period  
From 01/01/2022 to 03/31/2022 | $7,500.00  | $7,500.00 |

**Note:**  
* NJ/CSI Agreement # 20-M0003-CSI101

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>$12,762.85</th>
</tr>
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<tbody>
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<td>Sales Tax (0.0%)</td>
<td>$0.00</td>
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</table>

**Total**  
$12,762.85
**Computer Square, Inc.**  
350 MAC LANE, KEASBEY, NJ 08732 USA  
TEL: (732)346-0200 FAX: (732)346-0209  
http://www.csitech.com

---

**Invoice**

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>11/05/2021</td>
<td>72808</td>
</tr>
</tbody>
</table>

**Bill to:**  
Gloucester County Prosecutor's Office  
P.O. BOX 523  
Criminal Justice Complex  
Woodbury, NJ 08096  
Attn: Chief Thomas Gilbert  
grilbert@co.gloucester.nj.us

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<th>P.O. No.</th>
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<tr>
<td>Contract</td>
<td>NET 30 DAYS</td>
<td>James Parent</td>
<td>01/01/2022</td>
<td>SERVICE</td>
<td>FNIM01</td>
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**Ship to:**  
Gloucester County Prosecutor's Office  
P.O. BOX 523  
Woodbury, NJ 08096  
Attn: Thomas Gilbert

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Code</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 1   | Cloud Hosting Services | Cloud Services for eDiscovery  
Maintenance Period  
*From 01/01/2022 to 12/31/2022* | $3,600.00 | $3,600.00 |

**Note:**  
* NJ/CSI Agreement # 20-M0003-CSI01

**Subtotal** | **Sales Tax (0.0%)** | **Total** |
<table>
<thead>
<tr>
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SALES TAX ID # 21-6000660

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<tr>
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<th>ACCOUNT NO.</th>
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<td>Cloud services for eDiscovery</td>
<td>2-01-25-275-001-20370</td>
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<td></td>
<td>Maintenance Period</td>
<td>Equipment Svc Maintenance Agreements</td>
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<tr>
<td></td>
<td>1/1/22 - 12/31/22</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CLAIMANT'S CERTIFICATE & DECLARATION:
I do solemnly declare and certify under penalties of the law that the within bill is correct 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.

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
SALES TAX ID # 21-6000680

<table>
<thead>
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<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
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<tbody>
<tr>
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<td>12,500.000</td>
<td>12,500.00</td>
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<td>1.00</td>
<td>Dataset Component</td>
<td>2-01-25-275-001-20370</td>
<td>1,125.000</td>
<td>1,125.00</td>
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<td>Equipment Svc Maintenance Agreements</td>
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<td>1.00</td>
<td>Internal Affairs Model</td>
<td>2-01-25-275-001-20370</td>
<td>1,312.500</td>
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<tr>
<td>1.00</td>
<td>Annual Maintenance Services</td>
<td>2-01-25-275-001-20370</td>
<td>5,062.500</td>
<td>5,062.50</td>
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<tr>
<td></td>
<td></td>
<td>Equipment Svc Maintenance Agreements</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**  20,000.00

**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 fur-
sished or services rendered as stated therein; that no return has been
given or received by any person within the knowledge of this claimant
in connection with the above claim; that the amount therein stated is
justly due and owing; and that the amount charged is a
reasonable one.

**VENDOR SIGN HERE**

**DATE**

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

**DATE**

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

**RECEIVER’S CERTIFICATION**
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certi-
fraction 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**

**DEPARTMENT HEAD**

**DATE**

**QUALIFIED PURCHASING AGENT**

**DATE**

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

**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

**VENDOR SIGN HERE**

DATE

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

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING EXECUTION OF THE TITLE IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT AND ACCEPTANCE OF FUNDS FOR THE TERM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 FOR $435,075.00

WHEREAS, the County of Gloucester ("County") has previously entered into annual Title IV-D NJKIDS Reimbursement Agreements with the New Jersey Department of Human Services, Division of Family Development, which sets forth performance standards and reimbursement procedures for the County Sheriff’s Office regarding arrest services, wherebench warrants pertaining to child support and paternity matters have been issued; and

WHEREAS, the County, through the Sheriff’s Office has received the FY 2020 Title IV-D NJKIDS Reimbursement Agreement which will provide up to $435,075.00 in reimbursement funds for such arrest services executed during the term October 1, 2020 to September 30, 2021, said amount based on employee salaries, the number of individuals arrested, and the amount of child support collected by the courts; and

WHEREAS, the County Sheriff’s Office has reviewed all data supplied in regard to the Title IV-D Reimbursement Agreement and its attachments, and certifies to the Board of County Commissioners of the County of Gloucester that said Department will comply with all terms set forth therein.

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 to attest to, the FY 2020 Title IV-D NJKIDS Reimbursement Agreement for the term October 1, 2020 to September 30, 2021, and that the County hereby accepts the funds in the amount of $435,075.00; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby confirms that the County Sheriff’s Office is designated with the responsibility for implementation and compliance of all requirements set forth by the New Jersey Department of Human Services, Division of Family Development, pertaining to the FY 2020 Title IV-D NJKIDS Reimbursement Agreement.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
## Written Agreement Fact Sheet

**Check One:**
- [ ] New
- [x] Renewal
- [ ] Amendment
- [ ] Contract
- [x] Interagency/Agreement
- [ ] Grant/Waiver Application

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<tr>
<th>Descriptive Title:</th>
<th>Gloucester County Title IV-D Reimbursement Agreement</th>
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</table>
| Parties to Contact: | The County of Gloucester  
The Sheriff’s Office of Gloucester  
County and New Jersey DFD |
| Signatories:       | Natasha Johnson, Assistant Commissioner  
Division of Family Development  
Robert M. Damminger, Commissioner Director  
Carmel Morina, County Sheriff  
Chad Bruner, County Administrator |
| Signature Deadline:| Non Specified |
| Terms of Contracts:| October 1, 2020 thru September 30, 2021 |
| Costs:             | $435,075. |
| Funding Source(s): | Administrative Account  
100-054-7550-173-6110 |
A. Introduction
This Agreement is entered into between the New Jersey Department of Human Services (herein after called “DHS”), Division of Family Development (herein after called “DFD”) and the County of Gloucester (herein after called the County) and the Sheriff’s Office of Gloucester County (herein after called the Sheriff’s Office). All parties to this Agreement will comply with all federal and state regulations and requirements, including but not limited to: Part D of Title IV of the federal social security act and New Jersey Attorney General Law Enforcement Directive Number 2018-6.

The purpose of this Agreement is for the DFD to establish a set of performance standards and reimbursement procedures with the Sheriff’s Office for warrant services in those IV-D cases where a bench warrant pertaining to child support and/or paternity matters has been issued by a court of competent jurisdiction for the purposes including, but not limited to, establishing paternity and support obligations, including health insurance coverage, failure to appear before a court of competent jurisdiction and for payment of arrearages owed.

The New Jersey Child Support Program utilizes the child support enforcement and case management computer system, New Jersey Kids Deserve Support (NJKiDS). NJKiDS is the federally recognized state case registry for the New Jersey Child Support Program, pursuant to Title IV-D regulations. NJKiDS is utilized by the DFD, the New Jersey Judiciary, County Welfare Agencies and County Sheriff Departments. Warrants on Title IV-D cases are issued electronically by the New Jersey Superior Court through NJKiDS. Each county Sheriff department will receive court issued electronic warrants via NJKiDS and utilize NJKiDS for various data entry and inquiry functions as described herein. Relevant information is also provided to authorize Sheriff’s users via the NJKiDS agency web portal.

NJKiDS is not a law enforcement warrant database. NJKiDS does not supplant the use of or interface with the National Crime Information Center (NCIC) and/or other designated warrant law enforcement systems recognized by the law enforcement community. Each designated sheriff department shall continue to utilize NCIC, and/or other systems, in accordance with standard local, state and federal regulations and guidelines.

B. Definitions
For purposes of this contract the following terms will be defined thus:

Warrant Services – will include all reasonable attempts to negotiate a settlement or bring that individual before an officer of the court within 72 hours of the individual’s arrest.

Arrest – will refer to the physical act of taking into custody the individual identified in the bench warrant. Such term shall not apply to voluntary surrender to the court or in instances where warrants are vacated.

Bench Warrants Status:
- **Active**: A bench warrant was issued and remains outstanding.
- **Executed**: The subject of the bench warrant was arrested. The SQCR Sheriff Reimbursement Report only contains qualifying child support collections as a result of executed warrants.
Detained: The subject of the bench warrant is incarcerated for another alleged crime and is being held on the child support warrant. Warrant status will be updated to 'Executed' once the subject has been released to the custody of the sheriff's office for appearance on the child support warrant.

Discharged: Bench warrant has been recalled and is no longer valid.

Negotiated Settlement: The bench warrant is recalled because the subject paid an agreed upon amount or other payment arrangement has been made by the Sheriff's Office.

Corrective Action Plan – a plan of action to correct deficiencies in the performance as identified by the DFD. Such a plan must describe the methods and plans for correcting said deficiencies, and the time frames for doing so.

Division of Family Development – the single state agency established to supervise the New Jersey State Plan under Title IV-D of the Social Security Act (42 U.S.C 654 et seq.) which creates the Child Support and Paternity Program and empowers the State DFD to promulgate rules and regulations required to administer that program effectively. N.J.A.C. 10:80-1.2 (a) (4).

Good Cause – circumstances beyond the control of the county which affect work load or personnel such as worker strike, lay off, act of God, fire or any other circumstances determined to be good cause after review by the DFD.

NJKiDS – the automated child support enforcement and case management computer system which is the federally recognized state case registry for the New Jersey Child Support Program, pursuant to Title IV-D Regulations (45 C.F.R. 302.85.)

C. Duties to be Performed

Upon entering into this agreement both the Sheriff's Office and the DFD will have certain functions and duties to perform as outlined in this Cooperative Agreement and in accordance with performance standards as described in Section III of this Agreement and herein.

I. Duties and Functions of the Sheriff's Office:

1. The Sheriff's Office shall have procedures in place for receipt of Title IV-D Child Support Warrants emanating from courts in other counties electronically, or via fax, and execution of these warrants in accordance to local, state and federal regulations and guidelines. The Sheriff's Office will execute the warrant at any known location or address on the warrant and at additional locations or addresses provided to them by the initiating Sheriff's Office.

2. The Sheriff's Office shall have written procedures for receipting warrants, which are date and time stamped, on Title IV-D cases issued electronically by a New Jersey court through the NJKiDS computer system.

3. Pursuant to constitutional authority designated to the county sheriff, all pertinent information shall be submitted to authorized personnel and entered onto the NCIC and/or other designated law enforcement systems recognized by the law enforcement community. The submission of information must comply with NJ Attorney General Law Enforcement Directive number 2018-6.
4. The Sheriff’s Office shall have a case file establishment and assignment process.

5. The Sheriff’s Office shall have access to and utilize NJKiDS for purposes of: receiving and printing warrants on Title IV-D case, data entry purposes of executing warrants and making case notes; receiving, inputting and submitting the Sheriff Quarterly Report.

6. The Sheriff’s Office shall designate adequate staff to receive limited role based access to NJKiDS and/or agency web portal, provided by the DFD, to ensure continuity of operations. NJKiDS is a web-based application and authorized sheriff staff can access NJKiDS through their local computers via DHS secured server. The NJKiDS agency web portal is an online tool to be used in a secure setting only when NJKiDS is not available.

7. The Sheriff’s Office shall have staff with access to NJKiDS or an agency web portal to participate in trainings provided by DFD. Training provided by DFD shall be solely relative to duties and functions as described within this Agreement.

8. The sheriff staff shall attempt services upon the individual at all locations and addresses provided in the warrant and follow up, as necessary at all addresses and locations as additional information becomes available. All service attempts should be documented in case file and NJKiDS.

9. Sheriff staff shall make follow-up attempts to serve the warrant until such time as the child support issues have been resolved, the individual has been brought before the court, the bench warrant is vacated by judicial order or warrant is deemed no longer valid in accordance with other State regulations recognized by the law enforcement community.

10. Once the Sheriff’s Officer locates the non-custodial parent, the sheriff will attempt to negotiate a settlement. Then, only if a settlement cannot be reached, the individual shall be brought before the court.

11. The Sheriff’s Office is encouraged to provide pre-approved outreach material and information to Persons Paying Support and Persons Receiving Support on how to satisfy an existing warrant, how to request the establishment and/or modification of a child support order. All public outreach materials, both paper and electronic, must be approved by DFD/OCSS prior to distribution.

12. The Sheriff’s Office is encouraged to make initial contact with the Person Paying Support by leaving a business flyer at the address listed on the warrant, or via a phone call to make arrangements for voluntary surrender.

13. The Sheriff’s Office is encouraged, in conjunction with local child support offices, to provide services to confirm non-custodial parent places of employment (including self-employed).

14. The Sheriff’s Officer shall bring the individual before a judge or other specified officer of the court as soon as is practicable following the apprehension of the non-custodial parent.

15. The Sheriff’s Office shall participate in DFD approved statewide coordinated collection initiatives, including but not limited to, focused warrant services using key criteria regarding ability to pay and noncompliance.
16. The Sheriff’s Office shall submit detailed reports on a quarterly basis in order to obtain payment for services; and payment for services shall be based on the collection performance standards specified in Attachment C. All County Expense Reports will be submitted in accordance with the procedures identified in Attachment C-1, Procedures for the Submittal of Sheriff’s Quarterly Expense Reports.

17. The Sheriff’s Office agrees to retain all records and other relevant information for six (6) years after the applicable party is found, in accordance with Attachment B and C to this Agreement. However, if any investigation, claim, financial management and review, or audit is started before the expiration of the 6 year period, the record shall be retained until they are resolved and final action taken. Representatives of the DHS, the DFD, and the New Jersey Treasurer, as well as any appropriate federal entities shall have full access to the above mentioned records and documents during this period.

18. The Sheriff’s Office agrees that all staff accessing or handling child support data from any source shall sign the “State of New Jersey IV-D Agency Child Support Data User and Confidentiality Agreement” and adhere to its terms and conditions.

19. The Sheriff’s Office agrees to comply with all child support data security provisions, namely the IRS Disclosure Awareness Video and Incident Reporting Protocol in accordance with the requirements set forth in Action Transmittal 18-03, Data Security Policy: Incident Reporting Protocol, Data User and Confidentiality Agreement and IRS Disclosure Awareness Video, and all required data security trainings provided by the DFD.

20. The Sheriff’s Office agrees to permit the DHS and the DFD to monitor Title IV-D activities carried on by the Sheriff’s Office upon presentation to the county or Sheriff’s Office of proper credentials of identification.

21. If a performance deficiency is identified through the monitoring process, the county shall provide a Corrective Action Plan to the DFD. The plan shall provide a clear explanation of what corrective actions are being proposed to bring each respective performance standard into future compliance, including a time frame for implementing these actions. Once the Corrective Action Plan is approved by DFD, all corrective measures must be integrated into the regular business practice within ninety (90) calendar days of the approval date.

II. Duties and Functions of the DFD:

1. The DFD shall provide sheriff the necessary account credentials to access NJKiDS and/or the agency web portal.

2. The DFD shall provide trainings to sheriff staff with access to NJKiDS and/or agency web portal. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.

3. The DFD shall review the County Expense Reports, which are submitted in accordance with Attachment C and Attachment C-1, Procedures for the Submittal of Sheriff’s Quarterly Expense
Reports, and verify the accuracy of the information contained in the reports utilizing NJKiDS or where appropriate, field visits.

4. The DFD financial Reporting Unit will calculate the percentage of the reimbursement due to the County, according to the collection performance standards outlined in Attachment C.

5. Once the appropriate percentage has been determined and approved, payment will be prepared for the calculated amount and sent to the county within 15 business days.

6. If a county is found to have been reimbursed for a collection that should not have been claimed, the DFD will process the overpayment as follows:
   
a. The DFD will request in writing that the Sheriff’s Office resubmit the quarterly report in which the overpayment was made, deducting the collection(s) which should not have been claimed.

b. The DFD will review the corrected report and ensure the inappropriate collection has been deducted; forwarding the correct report to the Financial Reporting Unit.

c. The DFD Financial Reporting Unit will receive the corrected report and recalculate the cost/benefit ratio. The appropriate reimbursement rate will be determined by matching the cost/benefit ratio to the rate schedule on Attachment C, page 16 of the Sheriff’s Cooperative Agreement (attached). Using the appropriate reimbursement rate, the Financial Reporting Unit personnel will compute the reimbursable expenditure amount. The overpayment will be calculated by subtracting the reimbursable expenditure amount from the amount actually paid to the county for that quarter. The Financial Reporting Unit will inform appropriate DFD staff of the amount of the overpayment.

d. The Financial Reporting Unit will deduct the amount of the overpayment from the reimbursable expenditure amount from the next quarterly report submitted.

e. The DFD will send a letter to the County Sheriff’s Office informing them that the amount of overpayment will be deducted from the reimbursement amount of their next quarterly report submitted.

7. The DFD will conduct a triennial on-site technical program review. A statistically valid sample of the IV-D cases will be reviewed to determine if appropriate action has been taken on 75% of the cases. Appropriate action if defined as the timely implementation of the requirements specified in Sections I and III of this Agreement, which address both specific duties and performance.

8. The DFD will notify the Sheriff’s Office in writing of the findings of the above review. If a Corrective Action Plan is required by the Sheriff’s Office as a result of problems identified in the review, this plan must address those problems and provide steps to be taken for corrective action. If a Corrective Action Plan is required, the elements will be so stated.

9. The DFD must approve the acceptability of any Corrective Action Plan deemed necessary within fifteen (15) working days. Upon DFD approval of said plan, the Sheriff’s Office shall take immediate steps (not to exceed ninety (90) calendar days) to correct the identified problem(s).
10. The DFD will retain all records and documents relevant to this Agreement for six (6) years after the fugitive is found. However, if any investigation, claim, financial management review, or audit is started before the expiration of the 6-year period, the records shall be retained until they are resolved and final action taken.

11. DFD will provide the Sheriff's Office with necessary materials required to execute the annual “State of New Jersey IV-D Agency Data User and Confidentiality Agreement” in accordance with Action Transmittal 17-03 and all subsequent IV-D data user and confidentiality action transmittals.

III. Performance Standards

Sheriff's Office Shall:

1. Utilize NJKiDS daily, for warrants on Title IV-D cases including, but not limited to, the following purposes:
   a. Retrieve and print electronic warrants signed and issued by the New Jersey Superior Court;
   b. Review child support demographic and warrant case information;
   c. Monitor the change in warrant status (active, negotiated settlement, executed, detained, and discharged);
   d. Enter data in required fields and making case notes as referenced in agreement;
   e. Access and submitting the Sheriff Quarterly Report.

2. Have written procedures for receiving warrants on Title IV-D cases that are issued electronically via NJKiDS, or manually, by the New Jersey Superior Court. Procedures shall include, but are not limited to the following:
   a. A date and time stamp; (staff may utilize free form text on NJKiDS to denote receipt on a warrant case, however, this will not result in an automated receipt date on the physical warrant printed from NJKiDS).
   b. Warrants shall be receipted, hard copy, dated and time stamped, within seven (7) business days of the warrant issue date on NJKiDS. Business day is defined as a Monday through Friday, excluding holidays (used hereafter).
   c. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. If exception has been DFD approved, the warrants shall be receipted in a reasonable timeframe and conducive to managing case volume said county.
   d. For purposes of establishing a case file under this Agreement, a warrant will not be deemed in sheriff receipt unless specified with a date and time stamped.

3. Monitor NJKiDS daily for WRKL alert notifications of warrants issued by the NJ Superior Court on Title IV-D cases and enter the warrant information on to the NCIC and/or other designated law enforcement system recognized by the law enforcement community within three (3) business days of the receipt of the warrant.
4. Once information is entered on NCIC, update NJKiDS Bench Warrants page with the date the warrant was entered on NCIC within three (3) business days.

5. All new cases shall have a hard copy case file created and be assigned to a sheriff staff person within three (3) business days of warrant stamped receipt date.

6. Monitor NJKiDS daily for alert notification of changes to the Title IV-D warrant status. For any warrant that has been discharged, vacated or where a negotiated settlement has been reached by the New Jersey Superior Court, record the disposition of the warrant on NCIC and/or other designated law enforcement system recognized by the law enforcement community within one (1) business day of the alert notification. Once completed, updated NJKiDS with the date the warrant was discharged or vacated on NCIC and/or other designated law enforcement system within one (1) business day.

7. Initiate action to execute the warrant or negotiate settlement within fifteen (15) business days of case assignment. Utilize NJKiDS to verify warrant status and warrant case information, prior to any attempts to execute a warrant. Record the findings of initial attempt in the case file and on the Bench Warrants and Notes pages in NJKiDS.

8. Attempt execution of the warrant or negotiation of a settlement one or more days each month for three consecutive months, if the initial execution of a warrant is unsuccessful and no sufficient location information is available. Document all attempts on the Notes page in NJKiDS.

9. If further attempts to execute the warrant or negotiate a settlement are unsuccessful, the Sheriff’s Office must attempt service at least once every 3 months, until the individual is apprehended or the Sheriff’s Office is notified the bench warrant is vacated. Documentation should be retained in case file and on NJKiDS Notes page.

10. Follow-up on the execution of the warrant or negotiated settlement by attempting service/contact within five (5) business days of receiving new information. Retain documentation of attempted service and/or any new information obtained in case file and on NJKiDS Notes page. If new information is received from a source other than child support, a Note to File Action Alert should be sent to the Probation caseworker through the Notes page in NJKiDS.

11. Inform appropriate source of invalid address on warrant within three (3) business days of attempted service. Findings shall be documented in case file and a Note to File Action Alert should be sent to the Probation caseworker through Notes page in NJKiDS.

12. All Title IV-D warrants shall be executed in NJKiDS the same day as arrest or settlement. Arrests or settlements that occur during night time hours, weekends and/or holidays must be executed in NJKiDS on the next business day. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. All documentation must be recorded in the case file and NJKiDS Bench Warrants page.

13. Participate in at least one (1) statewide coordinated collection initiatives per Agreement year.

14. Maintain time and attendance records for individuals performing child support functions.
15. Submit a quarterly expense report to the DFD, within twenty (20) calendar days of the end of the quarter, in accordance with the elements in Attachment C.

16. Maintain a cost/benefit ratio of at least $1: $1.60.

17. Complete all necessary/appropriate action as provided under this Agreement on a minimum of 75% of the sample cases, unless good cause is determined for not doing so. Where this standard is not met and good cause is not demonstrated, a Corrective Action Plan addressing this problem shall be developed.

18. Provide the DFD with a Corrective Action Plan within thirty (30) calendar days after receiving a written notification from the DFD specifying a deficiency.

19. Provide the DFD with the name and telephone number of a contact person and an alternate within the agency.

IV. Specials Provisions

1. This Agreement is conditioned upon the availability of Federal Financial Participation to reimburse the county fees in connection with warrant services in administering the State’s Title IV-D laws within the county.

2. This Agreement may be amended by mutual consent of the parties. Any amendment shall be reduced to writing, executed in the same manner as this Agreement, and incorporated into this Agreement.

3. Collection initiatives require prior written approval from the DFD.

4. The DFD reserves the right to refuse to reimburse the county, or in the alternative, to terminate this Agreement entirely upon thirty (30) calendar days written notice, if the Sheriff’s Office fails to provide services consistent with the State IV-D Plan or this Agreement. The DFD may refuse reimbursement for the following reasons:
   a. Failure to perform (without good cause) within the parameters of the performance standards of this Agreement.
   b. Failure to present Corrective Action Plan(s) as required by this Agreement.
   c. Failure to provide correct and full reports as required by this Agreement.

5. The DFD may exercise its right to terminate the agreement for the following reasons:
   a. Violation of Federal and/State Law.
   b. Failure to take appropriate corrective action.
   c. Repeated failure to perform (without good cause) within the parameters of the performance standards, as outlined in Section III of this Agreement.
6. This Agreement shall be terminated upon the decision of any court of competent jurisdiction to the effect that this Agreement is in violation of Federal or State law in its entirety. However, if any particular provision of this Agreement is found to be invalid, the remainder of this Agreement shall continue to be in effect, unless to do so would contravene the purpose of this Agreement.

7. This Agreement may be terminated upon thirty (30) days’ written notice by either party based upon the occurrence of a change in applicable Federal law(s) or regulation(s) that would result in the unavailability of Federal funds for services to be provided under this Agreement.

8. In the event the Sheriff’s Office is unable to perform under the conditions of this Agreement, the County and Sheriff’s Office may terminate this Agreement upon thirty (30) days’ written notice to the DFD.
ATTORNEY GENERAL LAW ENFORCEMENT DIRECTIVE NO. 2018-6

TO: All Law Enforcement Chief Executives

FROM: Gurbir S. Grewal, Attorney General

DATE: November 29, 2018

SUBJECT: Directive Strengthening Trust Between Law Enforcement and Immigrant Communities

In recent years, the federal government has increasingly relied on state and local law enforcement agencies to enforce federal civil immigration law. This trend presents significant challenges to New Jersey’s law enforcement officers, who have worked hard to build trust with our state’s large and diverse immigrant communities.

It is well-established, for example, that individuals are less likely to report a crime if they fear that the responding officer will turn them over to immigration authorities. This fear makes it more difficult for officers to solve crimes and bring suspects to justice, putting all New Jerseyans at risk.

It is therefore crucial that the State of New Jersey makes very clear to our immigrant communities something that may seem obvious to those of us in law enforcement: there is a difference between state, county, and local law enforcement officers, who are responsible for enforcing state criminal law, and federal immigration authorities, who enforce federal civil immigration law.

Put simply, New Jersey’s law enforcement officers protect the public by investigating state criminal offenses and enforcing state criminal laws. They are not responsible for enforcing civil immigration violations except in narrowly defined circumstances. Such responsibilities instead fall to the federal government and those operating under its authority.

Although state, county, and local law enforcement officers should assist federal immigration authorities when required to do so by law, they should also be mindful that
providing assistance above and beyond those requirements threatens to blur the distinctions
between state and federal actors and between federal immigration law and state criminal law. It also risks undermining the trust we have built with the public.

In August 2007, Attorney General Anne Milgram issued Attorney General Law Enforcement Directive No. 2007-3 (AG Directive 2007-3) to “establish the manner in which local, county, and state law enforcement agencies and officers shall interact with federal immigration authorities.” AG Directive 2007-3 recognized that “enforcement of immigration laws is primarily a federal responsibility,” and that “[t]he overriding mission of [New Jersey] law enforcement officers … is to enforce the state’s criminal laws and to protect the community that they serve.” That Directive also acknowledged that “[t]his requires the cooperation of, and positive relationships with, all members of the community,” including immigrants.

Since 2007, technological advances and changes in federal immigration enforcement priorities have rendered AG Directive 2007-3 less effective at “establish[ing] the manner in which local, county, and state law enforcement agencies and officers shall interact with federal immigration authorities.” Today’s new Directive seeks to ensure effective policing, protect the safety of all New Jersey residents, and ensure that limited state, county, and local law enforcement resources are directed towards enforcing the criminal laws of this state.

To be clear, nothing in this new Directive limits New Jersey law enforcement agencies or officers from enforcing state law – and nothing in this Directive should be read to imply that New Jersey provides “sanctuary” to those who commit crimes in this state. Any person who violates New Jersey’s criminal laws can and will be held accountable for their actions, no matter their immigration status.

Similarly, nothing in this Directive restricts New Jersey law enforcement agencies or officers from complying with the requirements of Federal law or valid court orders, including judicially-issued arrest warrants for individuals, regardless of immigration status. For the purposes of this Directive, a “judicial warrant” is one issued by a federal or state judge. It is not the same as an immigration detainer—sometimes referred to as an Immigration and Customs Enforcement (ICE) detainer—or an administrative warrant, both of which are currently issued not by judges but by federal immigration officers. See, e.g., U.S. Immigration and Customs Enforcement Policy Number 10074.2: Issuance of Immigration Detainers by ICE Immigration Officers (Effective Apr. 2, 2017). Under federal and state law, local law enforcement agencies are not required to enforce civil administrative warrants or detainers issued by federal immigration officers rather than federal or state judges.

Finally, nothing in this Directive prohibits state, county and local law enforcement agencies from imposing their own additional restrictions on providing assistance to federal immigration authorities, so long as those restrictions do not violate federal or state law or impede the enforcement of state criminal law. This Directive does not mandate that law enforcement
officials provide assistance in any particular circumstance, even when, by the terms of the Directive, they are permitted to do so.

Pursuant to the authority granted to me under the New Jersey Constitution and the Criminal Justice Act of 1970, N.J.S.A. 52:17B-97 to -117, which provides for the general supervision of criminal justice by the Attorney General as chief law enforcement officer of the state in order to secure the benefits of a uniform and efficient enforcement of the criminal law and the administration of criminal justice throughout the state, I hereby direct all law enforcement and prosecuting agencies operating under the authority of the laws of the state of New Jersey to implement and comply with the following directives. This Directive repeals and supersedes the provisions of AG Directive 2007-3.

I. Racially-Influenced Policing

No law enforcement officer shall at any time engage in conduct constituting racially-influenced policing as defined in Attorney General Law Enforcement Directive No. 2005-1.

II. Enforcement of Federal Civil Immigration Law

A. *Use of immigration status in law enforcement activities.* Except pursuant to Sections II.C and III below, no state, county, or local law enforcement agency or official shall:

1. Stop, question, arrest, search, or detain any individual based solely on:
   a) actual or suspected citizenship or immigration status; or
   b) actual or suspected violations of federal civil immigration law.

2. Inquire about the immigration status of any individual, unless doing so is:
   a) necessary to the ongoing investigation of an indictable offense by that individual; and
   b) relevant to the offense under investigation.

B. *Limitations on assisting federal immigration authorities in enforcing federal civil immigration law.* Except pursuant to Sections II.C and III below, no state, county, or local law enforcement agency or official shall provide the following types of assistance to federal immigration authorities when the sole purpose of that assistance is to enforce federal civil immigration law:
1. Participating in civil immigration enforcement operations.

2. Providing any non-public personally identifying information regarding any individual.¹

3. Providing access to any state, county, or local law enforcement equipment, office space, database, or property not available to the general public.

4. Providing access to a detained individual for an interview, unless the detainee signs a written consent form that explains:
   a) the purpose of the interview;
   b) that the interview is voluntary;
   c) that the individual may decline to be interviewed; and
   d) that the individual may choose to be interviewed only with his or her legal counsel present.

5. Providing notice of a detained individual’s upcoming release from custody, unless the detainee:
   a) is currently charged with, has ever been convicted of, or has ever been adjudicated delinquent for a violent or serious offense, as that term is defined in Appendix A;
   b) in the past five years, has been convicted of an indictable crime other than a violent or serious offense; or
   c) is subject to a Final Order of Removal that has been signed by a federal judge and lodged with the county jail or state prison where the detainee is being held.

6. Continuing the detention of an individual past the time he or she would otherwise be eligible for release from custody based solely on a civil immigration detainer request, unless the detainee:

¹Non-public personally identifying information includes a social security number, credit card number, unlisted telephone number, driver’s license number, vehicle plate number, insurance policy number, and active financial account number of any person. See N.J.S.A. 47:1A-1.1, N.J. Court Rule 1:38-7(a). It may also include the address, telephone number, or email address for an individual’s home, work, or school, if that information is not readily available to the public.
a) is currently charged with, has ever been convicted of, or has ever been adjudicated delinquent for a violent or serious offense, as that term is defined in Appendix A;

b) in the past five years, has been convicted of an indictable crime other than a violent or serious offense; or

c) is subject to a Final Order of Removal that has been signed by a federal judge and lodged with the county jail or state prison where the detainee is being held.

Any such detention may last only until 11:59 pm on the calendar day on which the person would otherwise have been eligible for release.

C. **Exceptions and exclusions.** Nothing in Sections II.A or II.B shall be construed to restrict, prohibit, or in any way prevent a state, county, or local law enforcement agency or official from:

1. Enforcing the criminal laws of this state.

2. Complying with all applicable federal, state, and local laws.

3. Complying with a valid judicial warrant or other court order, or responding to any request authorized by a valid judicial warrant or other court order.²

4. Participating with federal authorities in a joint law enforcement taskforce the primary purpose of which is unrelated to federal civil immigration enforcement.

5. Requesting proof of identity from an individual during the course of an arrest or when legally justified during an investigative stop or detention.

6. Asking an arrested individual for information necessary to complete the required fields of the LIVESCAN database (or other law enforcement fingerprinting database), including information about the arrestee's place of birth and country of citizenship.

² As noted earlier, a “judicial warrant” is one issued by a federal or state judge. It is not the same as an immigration detainer (sometimes referred to as an ICE detainer) or an administrative warrant, both of which are currently issued not by judges but by federal immigration officers. Under federal and state law, local law enforcement agencies are not required to enforce civil administrative warrants or civil detainers issued by federal immigration officers.
7. Inquiring about a person's place of birth on a correctional facility intake form and making risk-based classification assignments in such facilities.

8. Providing federal immigration authorities with information that is publicly available or readily available to the public in the method the public can obtain it.

9. When required by exigent circumstances, providing federal immigration authorities with aid or assistance, including access to non-public information, equipment, or resources.

10. Sending to, maintaining, or receiving from federal immigration authorities information regarding the citizenship or immigration status, lawful or unlawful, of any individual. See 8 U.S.C. §§ 1373, 1644.

III. Agreements with the Federal Government

A. **Section 287(g) agreements.** No state, county, or local law enforcement authority shall enter into, modify, renew, or extend any agreement to exercise federal immigration authority pursuant to Section 287(g) of the Immigration and Nationality Act, 8 U.S.C. § 1357(g), unless:

1. The Attorney General grants written approval; or

2. The agreement is necessary to address threats to the public safety or welfare of New Jersey residents arising out of a declaration of a state or national emergency.

No state, county, or local law enforcement officer shall otherwise exercise federal civil immigration authority outside the context of Section 287(g). Nothing in Section II of this Directive shall apply to law enforcement agencies that are party to an agreement to exercise federal immigration authority pursuant to Section 287(g) when they are acting pursuant to such agreement.

B. **Intergovernmental Service Agreements.** Nothing in Section II of this Directive shall apply to law enforcement agencies that are currently party to an Intergovernmental Service Agreement (IGSA) to detain individuals for civil immigration enforcement purposes when they are acting pursuant to such an agreement.
IV. Requests for T and U Nonimmigrant Status Certifications

A. Establishing certification procedures. Before March 15, 2019, all state, county, and local law enforcement agencies must put in place a set of procedures for processing requests for T- and U-visa certifications (see 8 U.S.C. §§ 1101(a)(15)(T) and 1101(a)(15)(U)) from potential victims of crime or human trafficking within 120 days of the request being made. Each police department shall post information about its procedures on its website, or, if the department does not have its own website, then on the municipality’s website when feasible.

B. T-visa certifications. For T-visa certification requests, each agency’s certification procedure shall include a determination of whether, pursuant to the standards set forth in federal law and instructions to USCIS Form I-914 Supplement B, the requester:

1. Is or has been a victim of a severe form of trafficking in persons; and

2. Has complied with requests for assistance in an investigation or prosecution of the crime of trafficking.

C. U-visa certifications. For U-visa certification requests, each agency’s procedure shall include a determination of whether, pursuant to the standards set forth in federal law and instructions to USCIS Form I-918 Supplement B, the applicant:

1. Is a victim of a qualifying criminal activity; and

2. Was, is, or is likely to be, helpful in the investigation or prosecution of that activity.

D. Inquiry into and disclosure of immigration status. Notwithstanding any provision in Section II, state, county, and local law enforcement agencies and officials may ask any questions necessary to complete a T- or U-visa certification. They may generally not disclose the immigration status of a person requesting T- or U-visa certification except to comply with state or federal law or legal process, or if authorized by the visa applicant. However, nothing in this section shall be construed to restrict, prohibit, or in any way prevent a state, county, or local law enforcement agency or official from sending to, maintaining, or receiving from federal immigration authorities information regarding the citizenship or immigration status, lawful or unlawful, of any individual. See 8 U.S.C. §§ 1373, 1644.
V. Considerations for Prosecutors

A. *Initial court appearances.* At a defendant’s initial court appearance before a judge, the prosecutor shall confirm that the defendant has been advised on the record that:

1. Potential charges and convictions may carry immigration consequences, see *Padilla v. Kentucky,* 559 U.S. 356 (2010); and

2. The defendant may have rights to consular notification pursuant to the Vienna Convention on Consular Relations.

B. *Pretrial detention.* In assessing whether to seek pretrial detention of an arrestee under N.J.S.A. 2A:162-15 to -25, the prosecutor shall make an individualized assessment based on the specific facts presented in each case, and shall not simply assume that a non-citizen presents a risk of flight.

C. *Admissibility of immigration evidence.* In most instances, evidence of a defendant’s immigration status is not relevant to the crime charged or to a witness’s credibility and therefore may not be presented to a jury. *State v. Sanchez-Medina,* 231 N.J. 452, 462-63 (2018). In the rare cases where proof of a person’s immigration status is relevant and admissible at trial, the prosecutor should not seek to admit such evidence without first raising the issue with the Court outside of the jury’s presence, under N.J.R.E. 104, and requesting that the Court give an appropriate limiting instruction.

D. *Charging, resolving, and sentencing cases.* As in all cases, the prosecutor should be mindful of potential collateral consequences and consider such consequences in attempting to reach a just resolution of the case. Nothing in this Directive shall be construed to require any particular charge or sentence, to limit prosecutorial discretion in reaching a just resolution of the case, or to prevent the prosecutor from making any argument at sentencing.

VI. Notifications and Recordkeeping

A. *Notifications to detained individuals.* State, county, and local law enforcement agencies and officials shall promptly notify a detained individual, in writing and in a language the individual can understand, when federal civil immigration authorities request:
1. To interview the detainee. (See § II.B.4.)

2. To be notified of the detainee's upcoming release from custody. (See § II.B.5.)

3. To continue detaining the detainee past the time he or she would otherwise be eligible for release. (See § II.B.6.)

When providing such notification, law enforcement officials shall provide the detainee a copy of any documents provided by immigration authorities in connection with the request.

B. Annual reporting by law enforcement agencies. On an annual basis, each state, county, and local law enforcement agency shall report, in a manner to be prescribed by the Attorney General, any instances in which the agency provided assistance to federal civil immigration authorities for the purpose of enforcing federal civil immigration law described in Sections II.B.1 to II.B.6. Each year:

1. Any local or county law enforcement agency that provided assistance described in Sections II.B.1 to II.B.6 during the prior calendar year shall submit a report to the County Prosecutor detailing such assistance.

2. Each County Prosecutor shall compile any reports submitted by local or county law enforcement agencies pursuant to Section VI.B.1 and submit a consolidated report to the Attorney General detailing the agencies' assistance.

3. The New Jersey State Police and all other state law enforcement agencies that provided assistance described in Sections II.B.1 to II.B.6 during the prior calendar year shall submit a report to the Attorney General detailing such assistance.

4. The Attorney General shall post online a consolidated report detailing all instances of assistance by all state, county, and local law enforcement agencies, as submitted to the Attorney General pursuant to Sections VI.B.2 and VI.B.3, during the prior calendar year.

VII. Training

A. Development of training. The Division of Criminal Justice, shall, within 30 days of the issuance of this Directive, develop a training program to explain the
requirements of this Directive as they pertain to state, county, and local law enforcement agencies and officers. Such program shall be made available through the NJ Learn System or by other electronic means.

B. **Training deadline.** All state, county, and local law enforcement agencies shall provide training to all officers regarding the provisions of this Directive before March 15, 2019.

**VIII. Other Provisions**

A. **Establishment of policy.** All state, county, and local law enforcement agencies shall, before March 15, 2019, adopt and/or revise their existing policies and practices, consistent with this Directive, either by rule, regulation, or standard operating procedure.

B. **Community relations and outreach programs.** Each County Prosecutor shall undertake efforts to educate the public about the provisions of this Directive, with a specific focus on strengthening trust between law enforcement and immigrant communities. Within 120 days of the effective date of this Directive, each County Prosecutor shall report to the Attorney General on such public education efforts.

C. **Non-enforceability by third parties.** This Directive is issued pursuant to the Attorney General’s authority to ensure the uniform and efficient enforcement of the laws and administration of criminal justice throughout the state. This Directive imposes limitations on law enforcement agencies and officials that may be more restrictive than the limitations imposed under the United States and New Jersey Constitutions, and federal and state statutes and regulations. Nothing in this Directive shall be construed in any way to create any substantive right that may be enforced by any third party.

D. **Severability.** The provisions of this Directive shall be severable. If any phrase, clause, sentence, or provision of this Directive is declared by a court of competent jurisdiction to be invalid, the validity of the remainder of the Directive shall not be affected.

E. **Questions.** Any questions concerning the interpretation or implementation of this Directive shall be addressed to the Director of the Division of Criminal Justice, or his or her designee.
F. **Effective date.** In order to give state, county and local law enforcement agencies sufficient time to implement the provisions of this Directive and to conduct the required trainings, this Directive shall become operational on March 15, 2019. Once effective, this Directive shall remain in force unless it is repealed, amended, or superseded by Order of the Attorney General.

Gurbir S. Grewal  
Attorney General

ATTEST:

Veronica Allende  
Director, Division of Criminal Justice

Dated: November 29, 2018
ATTORNEY GENERAL LAW ENFORCEMENT

DIRECTIVE NO. 2018-6 APPENDIX A

(Released November 29, 2018)

For the purposes of Sections II.B.5 and II.B.6, the term “violent or serious offense” is defined as follows:

1. Any first or second degree offense, as defined in N.J.S.A 2C:43-1;
2. Any indictable domestic violence offense defined in N.J.S.A. 2C:25-19;
3. Any other indictable offense listed in the chart below; or
4. Any indictable offense under the law of another jurisdiction that is the substantial equivalent to an offense described in paragraphs 1-3 above.

Chart of Additional Violent & Serious Offenses
(Referenced In Paragraph 3 Above)

<table>
<thead>
<tr>
<th>Statute</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2C:12-1</td>
<td>Assault</td>
</tr>
<tr>
<td>2C:12-1.1</td>
<td>Knowingly Leaning Scene of Motor Vehicle Accident Involving Serious Bodily Injury</td>
</tr>
<tr>
<td>2C:12-10</td>
<td>Stalking</td>
</tr>
<tr>
<td>2C:12-13</td>
<td>Throwing Bodily Fluid at Officers</td>
</tr>
<tr>
<td>2C:14-3</td>
<td>Criminal Sexual Contact</td>
</tr>
<tr>
<td>2C:16-1</td>
<td>Bias Intimidation</td>
</tr>
<tr>
<td>2C:17-1</td>
<td>Arson</td>
</tr>
<tr>
<td>2C:17-2</td>
<td>Causing Widespread Injury or Damage</td>
</tr>
<tr>
<td>2C:18-2</td>
<td>Burglary of a Dwelling</td>
</tr>
<tr>
<td>2C:24-4</td>
<td>Endangering the Welfare of Children</td>
</tr>
<tr>
<td>2C:28-5</td>
<td>Witness Tampering and Retaliation</td>
</tr>
<tr>
<td>2C:29-2B</td>
<td>Evading a Law Enforcement Officer</td>
</tr>
<tr>
<td>2C:29-3A(5)</td>
<td>Hindering Apprehension of Another Using Force or Intimidation</td>
</tr>
<tr>
<td>2C:29-3B(2)</td>
<td>Hindering Apprehension of Oneself Using Force or Intimidation</td>
</tr>
<tr>
<td>2C:29-9</td>
<td>Criminal Contempt (Violation of Restraining Orders, Domestic Violence Orders, Etc.)</td>
</tr>
<tr>
<td>2C:40-3B</td>
<td>Aggravated Hazing</td>
</tr>
</tbody>
</table>
Attachment B

The Sheriff's Office shall maintain individual case records sufficient to permit evaluation of progress on each case record. A record must be kept in a format that would allow for easy review as to the progress of the case. The following information must be included in the case file:

1. Complainant's name
2. Name and address of non-custodial parent
3. Date of birth of non-custodial parent
4. Social Security number of non-custodial parent, if available
5. Name and address of employer
6. Arrears
7. Copy of the Warrant
8. Docket #
9. CS #
10. Action taken on case (1st, 2nd, 3rd attempts and at least once within a 12 months period thereafter)
11. Outcome of action
12. Special provisions any other relevant case information.
13. Officer's name
14. Other relevant information
   a. NJKiDS inquiries
   b. NCIC entry documentation
   c. Any other source
Attachment C

Fiscal Systems and Reports

This Attachment is applicable to the Sheriff's Office and is provided to ensure uniformity in the maintenance of a fiscal system and preparation of appropriate reports.

1. Total Sheriff's Officers cost of warrant services, for the period October 1, 2020 through September 30, 2021, performed pursuant to this Agreement, shall not exceed $435,075 which shall include no more than $236,779 in salaries and $198,296 in fringe benefits for the officer assigned to the serving of warrants. The total combined quarterly warrant expenditures costs that qualify to be reported during the FFY21 Agreement period of October 1, 2020 through September 30, 2021 cannot exceed this annual warrant service amount of $435,075.

2. Appropriations for Sheriff's Officers shall constitute in whole or in part the non-federal share of each fee for service to satisfy the Federal requirement of State financial participation.

3. The DFD shall make payments to the county for the Federal share of allocated fees for service provided by the Sheriff's Office within the limits set forth in Items 1 and 6 of this Attachment to the extent that such payment does not exceed actual expenditures. Allowable expenditures include salaries, fringe benefits and outreach materials.

4. In order to receive payment, the Sheriff's Office shall file a Quarterly Budget Report identifying those services performed by the Sheriff's Office in a case-specific format as well as the actual expense incurred by the Sheriff's Office in performing those activities. The Quarterly Collection Report and the Summary of Federally Reimbursable Expenditures form.

5. The Quarterly Budget Report shall be filed within twenty (20) calendar days of the end of the quarter. Late submission of these reports may result in a delay, penalty or reduction in the rate of reimbursement.

6. The DFD will make a payment at the end of the quarter for a federal share of all approved fees, based upon the required reports filed with the DFD for the quarter. All funds collected, as the result of a warrant action will be counted as follows:

a. The value of lump sum collections on arrears as a result of the warrant and received within five (5) calendar days of the date of appearance and additional
payments made up until ninety (90) calendar days of the date of appearance. Payments are recorded within the Quarter reviewed.

b. Any regular payment whether consecutive or not made by the obligor which includes the following receipt sources from NJKiDS: EW (employer wage); RE (regular payment); PM (release amount); QR (QDRO/EDRO) and VL (voluntary payment).

c. Excludes payments resulting from enforcement actions initiated by any other entity, independent of information received as a result of the Sheriff’s Office action.

d. The value of all new orders paid within the quarter.

e. The value of an upward modification to an existing support order paid within the quarter.

f. Support collected by one county at the request of another county will be treated as having been collected in full by each county.
The reimbursement rate shall be in accordance with the following schedule:

**Collection Performance Standards**

<table>
<thead>
<tr>
<th>Quarterly Collections</th>
<th>Reimbursement Rate (Maximum FFP Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1: $4.00</td>
<td>66%</td>
</tr>
<tr>
<td>$1: $3.80</td>
<td>63%</td>
</tr>
<tr>
<td>$1: $3.60</td>
<td>60%</td>
</tr>
<tr>
<td>$1: $3.40</td>
<td>55%</td>
</tr>
<tr>
<td>$1: $3.20</td>
<td>50%</td>
</tr>
<tr>
<td>$1: $3.00</td>
<td>45%</td>
</tr>
<tr>
<td>$1: $2.80</td>
<td>40%</td>
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<tr>
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<td>33%</td>
</tr>
<tr>
<td>$1: $2.00</td>
<td>32%</td>
</tr>
<tr>
<td>$1: $1.80</td>
<td>31%</td>
</tr>
<tr>
<td>Minimum</td>
<td>30%</td>
</tr>
<tr>
<td>STAFF PERSON</td>
<td>SALARIES</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Thomas Atkinson</td>
<td>$46,294</td>
</tr>
<tr>
<td>Anthony Cossaboon</td>
<td>$43,673</td>
</tr>
<tr>
<td>Jeff Walding</td>
<td>$43,673</td>
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<tr>
<td>Jason Sherman</td>
<td>$32,915</td>
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<tr>
<td>Victor Molinari</td>
<td>$43,920</td>
</tr>
<tr>
<td>Clerk Anna Connelly</td>
<td>$26,303</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$236,779</strong></td>
</tr>
</tbody>
</table>
Attachment C-1

Procedures for the Submittal of Sheriff’s Quarterly Expense Reports

1. Utilizing of Standard Reports: In order to report collections/payments and expenses and to be reimbursed according to the signed Cooperative Agreement, the following two approved DFD documents must be submitted on a quarterly basis:

   - NJKiDS SQCR Sheriff Quarterly Report: an automated report accessed via the Sheriff Collections Report page of NJKiDS. There is no manual data entry necessary. Staff can access and print this report at the close of each Federal Fiscal Quarter.

   - Summary of Federally Reimbursable Expenditures form: a form created via an Excel spreadsheet. This form requires minimal manual data entry.

2. Required Data Entry on NJKiDS and Sheriff Quarterly Reports: Sheriff Staff is required to enter certain data elements on the NJKiDS Bench Warrants page upon execution of a Title IV-D child support warrant. By doing so, NJKiDS is programmed to auto-populate the SQCR Sheriff Quarterly Report with collection information as set forth in the collection criteria listed in Attachment C.6, Fiscal System and Reports.

3. Automated Calculation and Recording of Collections: If sheriff staff does not utilize NJKiDS to execute warrants, NJKiDS will not record the collection on the SQCR Sheriff Quarterly Report and it will not be included in the calculations associated to the county for reimbursement.

4. Daily time reports and signed confidentiality agreements should be retained on file for audit purposes.

5. All required reports shall be submitted on a quarterly basis no later than twenty (20) calendar days after the end of the quarter to:

   Attention: Tiftoniah Moore, Child Support Specialist 2
   Department of Human Services
   Office of Child Support Services
   P.O. Box 716
   Trenton, New Jersey
Late submission may result in a delay in the reimbursement, pursuant to the Sheriff’s Cooperative Agreement Addendum.

6. Federal Fiscal Year (FFY) 2020 quarterly reporting due dates are:

<table>
<thead>
<tr>
<th>First Quarter:</th>
<th>Due By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2020 to December 31, 2020</td>
<td>January 20, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Second Quarter:</th>
<th>Due By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2021 to March 31, 2021</td>
<td>April 20, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Third Quarter:</th>
<th>Due By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2021 to June 30, 2021</td>
<td>July 20, 2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fourth Quarter:</th>
<th>Due By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 20XX to September 30, 2021</td>
<td>October 20, 2021</td>
</tr>
</tbody>
</table>
Attachment D

Disclosure of Information

1. Any staff that performs IV-D functions or accesses NJKiDS must sign a Child Support Data User and Confidentiality Agreement annually and attend data security training, as stated in the requirements of the Data Security Manual. This manual is accessible on the New Jersey Child Support website, www.njchildsupport.org.

2. Any staff that performs IV-D functions or accesses NJKiDS must view, on an annual basis, the IRS webinar video as stated in the requirements of the Data Security Manual. This video and/or the text for the video are accessible on the New Jersey Child Support website, www.njchildsupport.org.

3. Disclosure of information concerning Title IV-D clients shall be limited to the administration of Title IV-D Program as it related to the establishment of paternity and collection of child support.

4. Information applicable to this program may be provided to appropriate staff of the Probation Division, State and local Prosecutors, the DHS staff, the State and County IV-D staff, and the State Attorney General’s Office.

5. Nothing in this Agreement shall be construed to conflict with the regulations of safeguarding information as stated in the requirements set forth in the Title IV-D Confidentiality Agreement, provided by DFD.
State of New Jersey
Division of Family Development

Date: ________________  By: ________________
Natasha Johnson, Assistant Commissioner

COUNTY OF GLOUCESTER

Date: ________________  By: ________________
Frank J. DiMarco, Commissioner Director

Attested by: ________________  By: ________________
Jonathan M. Sammons, County Sheriff

Date: ________________  By: ________________
Chad Bruner, County Administrator
RESOLUTION DETERMINING THE ANNUAL APPROPRIATION REGARDING THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY SYSTEM FOR THE YEAR 2022

WHEREAS, in accordance with N.J.S.A. 4:33-9, the Board of County Commissioners shall determine a sum sufficient for the establishment and, annually thereafter, for maintenance of the County Library System, with the sum certified by the Board of County Commissioners to the County Board of Taxation, and then apportioned pursuant to N.J.S.A. 54:4-49, among the municipalities receiving the benefits, and assessed, levied and collected for library maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that pursuant to N.J.S.A. 40:33-9, the 2022 appropriation for the Gloucester County Library System shall be $5,686,463.00, and the amount to be assessed, levied and collected from applicable municipalities for maintenance/upkeep shall be $5,136,467.00; and

BE IT FURTHER RESOLVED that the County Treasurer’s Office and the Board of Taxation are hereby authorized to make necessary adjustments to the amount to be levied to reflect any changes in State Aid and other variables such as fund balance transfers, surplus transfers, and any line item transfers; and, that the municipalities against which assessment is made and shall be levied and collected in the manner aforesaid, are as follows:

Borough of Clayton Township of East Greenwich
Township of Elk Borough of Glassboro
Township of Greenwich Township of Harrison
Township of Logan Township of Mantua
Borough of Newfield Borough of National Park
Borough of Swedesboro Township of South Harrison
Township of Woolwich Borough of Woodbury Heights

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD