Agenda

6:00 p.m. Wednesday, April 6, 2022

Call to Order
Salute to the Flag
Open Public Meetings Statement
Roll Call
Changes to the Agenda

Approval of the March 16, 2022 regular meeting minutes.

PROCLAMATIONS

P-1 Proclamation honoring Jason F. Gabrieli for receiving the Gloucester County Chamber of Commerce Community Service Award: Benjamin Griffith Young Executive-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-2 Proclamation honoring Gloucester County Habitat for Humanity for receiving the Gloucester County Chamber of Commerce Community Service Award: Non-Profit of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-3 Proclamation honoring Kevin Diduch for receiving the Gloucester County Chamber of Commerce Community Service Award: Small Business Person of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-4 Proclamation honoring Krista Collings for receiving the Gloucester County Chamber of Commerce Community Service Award: Business Person of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-5 Proclamation honoring Pastor Derek V. Gatling for receiving the Gloucester County Chamber of Commerce Community Service Award: Citizen of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-6 Proclamation honoring Krista Collings for receiving the Gloucester County Chamber of Commerce Community Service Award: Business Person of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-7 Proclamation honoring Emidio “Mid” Mariani for receiving the Gloucester County Chamber of Commerce Community Service Award: Chamber Member of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

P-8 Proclamation recognizing Caitlin Wallis for Achieving the Rank of Eagle Scout. (This proclamation was previously presented by Commissioner DiCarlo).

P-9 Proclamation recognizing Emily Wallis for Achieving the Rank of Eagle Scout. (This proclamation was previously presented by Commissioner DiCarlo).

P-10 Proclamation recognizing Tommy Wallis for Achieving the Rank of Eagle Scout. (This proclamation was previously presented by Commissioner DiCarlo).

P-11 Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Mantua Township Community Center. (This proclamation was previously presented by Commissioner Jefferson).

P-12 Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Thorofare Fire Hall. (This proclamation was previously presented by Commissioner Jefferson).
P-13 Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – First Baptist Church of Jericho. (This proclamation was previously presented by Commissioner Jefferson).

P-14 Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Pfeiffer Community Center. (This proclamation was previously presented by Commissioner Jefferson).

P-15 Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Second Baptist Church of Paulsboro. (This proclamation was previously presented by Commissioner Jefferson).

P-16 Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Glassboro Senior Center. (This proclamation was previously presented by Commissioner Jefferson).

P-17 Proclamation Recognizing March 2022 as Developmental Disabilities Awareness Month. (This proclamation was previously presented by Commissioner Jefferson).

RESOLUTION PRIOR TO BUDGET ADOPTION

RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

This Resolution authorizes cancellation of certain amounts in the temporary budget that are higher than the amount in the adopted budget.

PUBLIC HEARINGS AND ADOPTIONS

PH-1 RESOLUTION ELECTING N.J.S.A 40A:4-45.4 (the “1977 CAP”) TO DETERMINE THE 2022 COUNTY TAX LEVY.

This Resolution authorizes the County to choose the most prudent budget CAP calculation methodology and will allow the County to bank unused allowances in its budget calculations given the County being substantially below the allowable cap, over $6.7 Million on appropriations in future years.

PH-2 PUBLIC HEARING AND RESOLUTION TO ADOPT THE GLOUCESTER COUNTY BUDGET FOR THE YEAR 2022.

This Resolution authorizes the adoption of the 2022 County Budget that was introduced at the March 2, 2022 Commissioners’ meeting. This adoption 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.

PH-3 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.

This Bond Ordinance authorizes the issuance of $17,647,125 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. This Ordinance was introduced at the March 2, 2022 meeting and published pursuant to N.J.S.A. 40A:2-17.

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

Department of Administration
Director Dimarco
Deputy Director Simmons

A-1 Resolution of the Board of County Commissioners of the County of Gloucester, New Jersey authorizing the issuance and sale of up to $17,647,000 aggregate principal amount of its general obligation bonds, series 2022, of the County; making certain covenants to maintain the exemption of the interest on said bonds from federal income taxation; and authorizing such further actions and making such determinations as may be necessary or appropriate to effectuate the issuance and sale of the bonds.

This Resolution authorizes the issuance of a series of general obligations bonds of the County, the proceeds of which will be utilized to finance the costs of capital improvements for the County, the Gloucester Institute of Technology, and Rowan College of South Jersey, and to authorize County officials to take certain actions with respect to the issuance of such bonds.

A-2 Resolution appointing the initial members of the Boards of Education of the Special Services School District and the Vocational School District of the County of Gloucester pursuant to Title 18A.

This Resolution appoints members to serve for an initial one-year, two-year or three-year term as designated therein, following the restructuring and separation of the Boards of Education for the Special Services School District and the Vocational School District and is effective as of July 1, 2022.

A-3 Resolution establishing Gloucester County employee salary ranges and fixing compensation with associated titles for non-union employees for the year 2022.

This Resolution establishes Gloucester County employee salary ranges and fixes compensation for non-union employees and for associated titles for the year 2022.

A-4 Resolution appointing a vice chairman for the Gloucester County Construction Board of Appeals.

This Resolution authorizes the appointment of Joseph Heitman as Vice Chairman of the Gloucester County Construction Board of Appeals, effective April 1, 2022 through December 31, 2022. On January 1, 2022, the County Board of Commissioners appointed Joseph Conboy as Vice Chairman, from January 1, 2022 to December 31, 2022. Mr. Conboy retired from the Gloucester County Construction Board of Appeals, effective March 31, 2022.

A-5 Resolution authorizing insertion of special items of revenue into the 2022 County budget pursuant to N.J.S.A. 40A:4-87.

- WIC Senior Farmers Market Nutrition Program - $2,000.00. This funding will enable the Division of Senior Services to maintain service and help defray the costs of service delivery of the Senior Farmer's Market Nutrition Program enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors residing in Gloucester County.
- Alliance to Prevent Alcoholism And Drug Abuse Program - $177,815.00. The Alliance to Prevent Alcoholism and Drug Abuse Program is an annual direct service grant involving 23 local municipalities for the express purpose of community prevention education regarding alcoholism and drug abuse.
- FY22 Social Services for The Homeless – State - $25,639.00. This additional funding will provide additional shelter, emergency food, homeless prevention, case management and 24-hour response to homeless and at-risk of homelessness, low income residents that are ineligible for TANF, GA, EA and Workfirst NJ funds.
- Human Services Planning Grant - $62,770.00. This funding helps provide administrative services to the Gloucester County Human Services Advisory Council, a county-based planning, advisory and advocacy group dedicated to meeting the human services needs for Gloucester County residents.
- Child Abuse and Neglect Prevention Grant - $300,000.00. This funding will provide funding for emergency food, prevention services, case management and family preservation services for at-risk residents of Gloucester County. Funding for this program has remained constant.
- **County Environmental Health Act (CEHA) Grant - $178,946.00.** This grant supports services provided on behalf of the Department of Environmental Protection, including the Solid Waste Program, air pollution prevention and the use of DEP's database. Funding for this program has remained steady.

- **WIOA Data Reporting and Analysis Allocation - $12,971.00.** This grant funding is for the software required by the State to track the performance of the WIOA grants. The State has purchased the software directly in the past. This is the second year the County is responsible for the purchase.

- **Electronic Crimes Task Force - $15,000.00.** These funds will be used for computer hardware and software, software licenses, computer forensic workstations and other equipment and supplies needed for this unit.

- **Insurance Fraud Reimbursement Program - $118,784.00.** These funds will be used to fund salaries and wages for personnel working within the insurance fraud unit. Work within the unit includes the investigation and prosecution of matters involving insurance fraud.

- **Body Armor Replacement-Sheriff - $4,712.00.** This grant provides funds to be used towards the purchase of body armor for the Gloucester County Sheriff's Office.

- **Body Armor Replacement-Corrections - $1,371.00.** This grant provides funds to be used towards the purchase of body armor for the Gloucester County Department of Corrections.

- **Body Armor Replacement-Prosecutor - $1,879.00.** This grant provides funds to be used towards the purchase of body armor for the Gloucester County Prosecutor's Office.

- **Distracted Driving Crackdown - $66,000.00.** This grant provides funding for municipal officer overtime to decrease the impact of traffic services on municipal budgets when conducting distracted driving enforcement details.

- **Rowan University Fossil Park Entrance - $2,000,000.00.** This funding will be used for the construction of a new entrance to the Rowan Fossil Park in Mantua Township.

- **Port of Paulsboro Dredging Project - $11,000,000.00.** This funding will be used to pay for contractor expense in relation to the dredging of the Port of Paulsboro.

- **Port of Paulsboro Roadway Network Safety Project - $7,000,000.00.** This funding will be used to pay for contractor expense in relation to the dredging of the Port of Paulsboro.

- **Emergency Food and Shelter National Board Program - $27,165.00.** The National Food and Shelter Board has allocated $149,303.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board through the Gloucester County Human Services Advisory Council has awarded $27,165.00 of this to the GC Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

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**RESOLUTION SUPPORTING THE SECOND AMENDMENT OF THE UNITED STATES CONSTITUTION.**

This Resolution expresses the Board of County Commissioners of the County of Gloucester support of the Second Amendment of the United States Constitution.

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**DEPUTY DIRECTOR SIMMONS**
**COMMISSIONER DICARLO**

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM APRIL 6, 2022 TO COMPLETION OF THE PROJECT FOR $2,578,107.70.**

This Resolution authorizes a contract with South State, Inc. for resurfacing and safety improvements to the Crosskeys Bypass (CR 689), and Hurffville-Crosskeys Road (CR 654, in the Townships of Monroe and Washington, known as Engineering Project 19-14FA. South State, Inc. was the sole responsive and responsible bidder for the Project for $2,578,107.70. C.A.F. Number 22-02209 has been obtained to certify funds.
B-2 RESOLUTION AUTHORIZING A CONTRACT WITH PENNONI ASSOCIATES, INC. FROM APRIL 6, 2022 TO COMPLETION OF THE PROJECT FOR $247,841.56.

This Resolution authorizes a professional services contract with Pennoni Associates, Inc. for construction management and inspection services regarding the 2021 Gloucester County Bridge Rehabilitation Project in various locations throughout the County, as per RFP-22-029, known as Engineering Project 21-01. Pennoni shall complete all work required in accordance with their proposal dated February 23, 2022, commencing April 6, 2022 and concluding upon completion of Project pursuant to N.J.S.A. 40A:11-15(9). Pennoni submitted the most advantageous proposal for the Project for $247,841.56. C.A.F. Number 22-02190 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH JPC GROUP, INC.

This Resolution authorizes Change Order 01-Final to decrease the contract with JPC Group, Inc. by $200,738.66 for services pertaining to resurfacing and safety improvements to Blackwood-Barnsboro Road (CR 603) from Egg Harbor Road (CR 630) to Hampshire Avenue in the Townships of Deptford and Washington, known as Engineering Project 17-02. This decrease is necessary due to as-built quantity adjustments/final change order, resulting in a new total contract amount of $4,777,599.34.

B-4 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MARCH 21, 2022 TO MARCH 20, 2023 IN AN AMOUNT NOT TO EXCEED $80,000.00.

This Resolution authorizes a contract with South State Materials, LLC, for the supply and delivery of stone as per PD-22-008, for use by the Department of Public Works on an as-needed basis from March 21, 2022 to March 20, 2023. South State was the sole responsive and responsible bidder in an amount not to exceed $80,000.00.

B-5 RESOLUTION RESCINDING A PURCHASE FROM HERTICH FLEET SERVICES, INC. FOR $18,947.00.

This Resolution will rescind a purchase previously authorized for the provision of one (1) 2021 or newer Chevrolet Silverado 1500 as per PD-20-056, from Hertrich Fleet Services, Inc. for $18,947.00. The bid opening was held on October 30, 2020 and Hertrich Fleet Services, as the lowest responsive and bidder, was to provide the truck within 60 to 90 days. The truck has not been received to date and Hertrich cannot deliver the truck for another year.

B-6 RESOLUTION AUTHORIZING MODIFICATION 01 TO FEDERAL AID COST REIMBURSEMENT AGREEMENT NO. 21-DT-BLA-847 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY $177,710.33.

This Resolution authorizes modification 01 to the Cost Reimbursement Agreement approved on November 3, 2021 and entered into with the New Jersey Department of Transportation. This modification will increase funding by $177,710.33, resulting in a new total amount of $2,658,650.17. This is a federally-funded reimbursement grant used for resurfacing and safety improvements to the Cross Keys By-Pass (CR 689) between State Highway 42 and Jenna Way, and to Hurffville Crosskeys Road (CR 654) between Bells Lake Road and Tuckahoe Road (CR 555) in the Townships of Washington and Monroe, known as Engineering Project 19-14FA and Federal Project No. STP-DOOS(515).

B-7 RESOLUTION AUTHORIZING THE EXECUTION OF TWO (2) HUD FORMS AND OTHER RELATED DOCUMENTS FOR THE GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK PROGRAM AND HOME PROGRAM.

This Resolution authorizes the execution of HUD Forms 7015.15 entitled Request for Release of Funds for use by the Department of Public Works on an as-needed basis from March 21, 2022 to March 20, 2023. South State was the sole responsive and responsible bidder in an amount not to exceed $80,000.00.

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

C-1 RESOLUTION AUTHORIZING THE APPROVAL AND ADOPTION OF THE 2022 GLOUCESTER COUNTY, NEW JERSEY HAZARD MITIGATION PLAN UPDATE.

This Resolution authorizes the approval and adoption of the 2022 Gloucester County, New Jersey Hazard Mitigation Plan (“HMP”) Update. The approval and adoption of the Plan is in response to the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), which requires local governmental agencies to develop and update their HMP every five years. This Plan serves as the 2022 update to the 2016 Gloucester County HMP and it is a requirement for any jurisdiction in the State that would seek to apply for Pre and/or Post Disaster Mitigation Funding available through the State and/or FEMA. Additionally, all municipalities within the County have participated in the update process and will present the HMP to the respective council/committee.
C-2 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FFY22 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM FROM THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF STATE POLICE, OFFICE OF EMERGENCY MANAGEMENT FROM SEPTEMBER 30, 2022 TO SEPTEMBER 29, 2023 FOR $41,650.00.

This Resolution authorizes the application and acceptance of the FFY22 Hazardous Materials Emergency Preparedness Grant Program through the State of New Jersey, Department of Law and Public Safety, Division of State Police, Office of Emergency Management, from September 30, 2022 to September 29, 2023, in the total amount of $41,650.00. The grant program provides federal funding to conduct hazardous materials preparedness training classes that would assist Gloucester County First Responders in developing, improving, and carrying out emergency plans.

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON BARNES

D-1 RESOLUTION AUTHORIZING A STATE AREA PLAN GRANT AGREEMENT WITH VISITING ANGELS FROM APRIL 1, 2022 TO DECEMBER 31, 2022.

This Resolution authorizes the execution of Grant Agreement 071 with Visiting Angels for the provision of personal care services for senior residents, as per RFP-22-040, from April 1, 2022 to December 31, 2022, in an amount not to exceed $70,100.00 (Grant funds -SSBG: $56,000.00; Local Match: $14,000.00; Client donation: $100.00).

D-2 RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH QUADIENT, INC. VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT NOT TO EXCEED $135,000.00.

This Resolution authorizes an increase of the purchase authority with Quadient, Inc. via State Contract A141267, from an amount not to exceed $100,000.00, to an amount not to exceed $135,000.00 through January 31, 2023. This increase is necessary for additional postal supplies required by the County Division of Social Services to include a mailer and sorter machine.

D-3 RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE PHASE 39 EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FROM NOVEMBER 1, 2021 TO APRIL 30, 2023 FOR $27,165.00.

This Resolution authorizes the County, through the Division of Social Services to accept funds in regard to the Phase 39 Emergency Food and Shelter Program (EFSP). The National Food and Shelter Board has allotted $149,303.00 to the Gloucester County jurisdiction for emergency needs, and the Local Emergency Food and Shelter Board, through the Gloucester County Human Services Advisory Council has awarded $27,165.00 of this amount to the County Division of Social Services, who will use the funds to purchase and distribute $20 denomination food cards to County residents who come to the Division in need of emergency food.

D-4 RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDING FROM THE FY2022 YOUTH INCENTIVE PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023.

This Resolution authorizes execution of the grant application and resulting grant agreement with the New Jersey Department of Children and Families, Division of Children’s System of Care, for the FY2022 Youth Incentive Program Grant, and acceptance of funding from July 1, 2022 to June 30, 2023 in the amount of $38,442.00. The funds shall be used to provide administrative and clerical support to the County Inter-Agency Council for Children.

D-5 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF NEW JERSEY JUDICIARY; CUMBERLAND/GLOUCESTER/SALEM VICINAGE FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $8,800.00.

This Resolution authorizes an agreement with the State of New Jersey Judiciary; Cumberland/Gloucester/Salem Vicinage (“Vicinage”) from January 1, 2022 to December 31, 2024, in an amount not to exceed $8,800.00, which is 100% grant funded. The County, through Youth Services Advisory Commission, is the recipient of grant funding from the Juvenile Justice Commission to provide activities related to exposure to cultural events and programs in an effort to educate and provide meaningful activities for juveniles who require supervision to attend. The Vicinage will provide probation officers to accompany youth on enrichment trips, in an amount not to exceed $6,400.00 and provide services of a probation enrichment coach, incentive and orientation programs for eligible youth through the Probation Orientation Program, in an amount not to exceed $2,400.00.
D-6 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY SERVICES FROM MAY 1, 2022 TO APRIL 30, 2024 IN AN AMOUNT NOT TO EXCEED $530,650.51 FOR YEAR ONE AND $570,068.26 FOR YEAR TWO.

This Resolution authorizes a contract with Universal Protection Service, LLC, dba Allied Universal Security Services for the provision of security services at County parks from May 1, 2022 to April 30, 2024 in an amount not to exceed $530,650.51 for year one and $570,068.26 for year two of the agreement, pursuant to bid specifications PD-22-013. The contract establishes hourly rates for security services at Atkinson, Scotland Run, Red Bank and Greenwich Parks; which hours may be adjusted seasonally or as required by County. As directed by the Park’s Director, Contractor employed security officers will patrol Park grounds to establish a security presence to protect property and visitors.

D-7 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH RON JAWORSKI’S RIVERWINDS GOLF & TENNIS FROM MAY 6, 2022 TO MAY 5, 2024 AT NO COST TO THE COUNTY.

This Resolution authorized the County to exercise its option to extend a contract with Ron Jaworski’s Riverwinds Golf & Tennis for development and implementation of tennis clinics at James G. Atkinson Memorial Park for two-year period from May 6, 2022 to May 5, 2024, pursuant to bid specifications PD 21-011, as recommended by the Department of Parks and Recreation. Programs for age groups 6 to adult are offered at no cost to the County, as participants register and pay directly to Vendor. All provision of the prior contract remain in full force and effect.

E-1 RESOLUTION AUTHORIZING PURCHASES FROM IDEMIA IDENTITY & SECURITY USA, LLC VIA STATE CONTRACT FROM APRIL 6, 2022 TO APRIL 5, 2023 FOR A TOTAL AMOUNT OF $22,953.00.

This Resolution authorizes purchases from Idemia Identity & Security USA, LLC, via State Contract 18-TELE-00671, as needed by the County Prosecutor’s Office, which includes one (1) LiveScan desktop and one (1) duplex black and white fingerprint card printer with double-sided card printing, and installation, on-site training, and a one (1) year warranty for a total amount of $22,953.00. C.A.F. Number 22-02186 has been obtained to certify funds.

E-2 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC. FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 FOR $110,000.00.

This Resolution authorizes a contract with William R. Carey & Company, Inc. for Individual and Aggregate Excess Loss Medical Coverage on behalf of the Department of Correctional Services from March 1, 2022 to February 28, 2023 for $110,000.00. C.A.F. Number 22-02238 has been obtained to certify funds in the amount of $55,000.00 for the first installment due in accordance with insurance policy terms.


This Resolution authorizes the County through the Sheriff’s Department to enter into the 2021-2022 Title IV-D NJKIDS Reimbursement Agreement with the New Jersey Department of Human Services, Division of Family Development. This Agreement sets forth performance standards and reimbursement procedures for the Sheriff’s Department regarding arrest services where bench warrants have been issued pertaining to child support and paternity matters. The 2021-2022 Title IV-D NJKIDS Reimbursement Agreement reflects a cost allocation of $544,144.00, and a percentage of said amount will be provided to the Sheriff’s Department based on the number of individuals arrested, employee salaries, and the amount of child support collected by the courts for the term October 1, 2021 to September 30, 2022.

E-4 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES AND ACCEPTANCE OF THE CHILD ADVOCACY DEVELOPMENT GRANT FOR THE PERIOD JANUARY 1, 2022 TO JUNE 30, 2022 FOR AN AMOUNT UP TO $100,000.00.

This Resolution authorizes the County Prosecutor’s Office to submit a proposal to the New Jersey Department of Children and Families (“DCF”) as an applicant for the competitive Child Advocacy Development Grant for available funding up to $665,461.89, with DCF reserving the right to fund all or a portion of a proposal up to $100,000.00. Funds which may be awarded will be used to renovate the County’s free-standing Child Advocacy Center and to purchase technology and equipment that will enhance the ability to provide services to victims and their families.
F-1 RESOLUTION AUTHORIZING A CONTRACT WITH PETER LUMBER COMPANY FOR $47,628.40.

This Resolution authorizes a contract with Peter Lumber Company for the supply and delivery of alternate bid composite decking material for use at County facilities, pursuant to bid specifications PD-22-015 from April 6, 2022 to delivery of materials for $47,628.40. C.A.F. No. 22-02256 has been obtained to certify funds.

Old Business
New Business
Public Portion (time limit of five (5) minutes per person)
Adjournment
Minutes

6:00 p.m. Wednesday, March 16, 2022

Call to Order

Salute to the Flag

Open Public Meetings

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 March 2, 2022 regular meeting minutes.

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Comments: N/A

PROCLAMATIONS

53719 Proclamation recognizing Mullica Hill Ammons Shoprite the winner of the 2022 Shoprite Partners in Caring Cheerios Contest. (This proclamation was previously presented by Deputy Director Simmons on March 11, 2022).

53720 Proclamation recognizing the Franklinville Volunteer Fire Company on their 100th Anniversary (1922-2022). (This proclamation was previously presented by Commissioner DiCarlo on February 25, 2022).

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

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Comments: NIA

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

53721 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

53722 RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI AND ROBERT M. SAPIO REAL ESTATE APPRAISAL & CONSULTING, LLC FROM APRIL 2, 2022 TO APRIL 1, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER CONTRACT.

53723 RESOLUTION AUTHORIZING CONTRACTS WITH PITMAN ANIMAL HOSPITAL, LLC, CLAYTON VETERINARY CENTER, LLC, AND DELAWARE VALLEY VETERINARY HOSPITAL, P.C. FOR VETERINARY SERVICES FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FROM APRIL 1, 2022 TO MARCH 31, 2023.

53724 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

53725 RESOLUTION AUTHORIZING 2021 APPROPRIATION RESERVE BUDGET TRANSFERS.

53726 RESOLUTION AUTHORIZING CONTRACTS FOR THE SUPPLY AND DELIVERY OF CERTAIN OFFICE PRODUCTS FROM APRIL 4, 2022 TO APRIL 3, 2023 IN AN AGGREGATE AMOUNT NOT TO EXCEED $85,000.00.

53727 RESOLUTION AUTHORIZING APPROVING OF THE BILL LISTS FOR THE MONTH OF MARCH 2022.

53728 RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT BETWEEN THE GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE SHERIFF OF GLOUCESTER COUNTY AND PBA LOCAL NO. 122 SHERIFF SERGEANTS FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2024.

53729 RESOLUTION AUTHORIZING EMINENT DOMAIN ACTION FOR PORTION OF BLOCK 242, LOT 7.02 LOCATED IN THE TOWNSHIP OF MANTUA.

Comments:

Commissioner Barnes moved to approve Resolutions 53721 through 53729. Commissioner Jefferson seconded the motion.

Commissioner DeSilvio asked if those temporary appropriations listed on Resolution 53724 are all, there will be? Administrator Bruner explained that from time to time when operating under a temporary budget, you have to make provisions for when a department may go over the 25% but that those items listed on the Resolution is for now.

Commissioner Konawel moved to postpone Resolution 53729 until the next meeting. Commissioner DeSilvio seconded. Discussion ensued regarding postponing the matter between Commissioner Konawel, County Counsel Campo and Administrator Bruner. Commissioner Barnes made a motion to previous question and Commissioner DiCarlo seconded. Roll Call vote was taken on the motion to previous question and is reflected below. Roll Call vote was then taken for the original motion to approve Resolutions 53721 through 53729 and is reflected below.

MOTION TO PREVIOUS QUESTION

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Motion to approve Resolutions 53721 through 53729 as read.

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DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

53730 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MARCH 16, 2022 TO MARCH 15, 2024.

53731 RESOLUTION AUTHORIZING AMENDMENTS TO THE AGREEMENTS WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION REGARDING FY 2020-2019 AND FY 2021 LOCAL BRIDGES FUTURE NEEDS ("LBFN") FUNDING.

53732 RESOLUTION AUTHORIZING CHANGE ORDER 01 TO INCREASE THE CONTRACT WITH A.P. CONSTRUCTION, INC.

53733 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH J. FLETCHER CREAMER & SON, INC.

53734 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH STATE, INC. FROM APRIL 4, 2022 TO APRIL 3, 2024 IN AN AMOUNT NOT TO EXCEED $2,500,000.00 PER YEAR.

Motion to approve Resolutions 53730 through 53734 as read.

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Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

53735 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER SALES CORPORATION FROM MARCH 16, 2022 TO MARCH 15, 2024 FOR $21,200.00 PER YEAR.

53736 RESOLUTION AUTHORIZING PURCHASES FROM CORE BTS, INC. VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $31,576.54.

53737 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2022 TO MARCH 20, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.
53738 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH CONTINUANT, INC. FROM APRIL 7, 2022 TO APRIL 6, 2023 FOR $43,253.40.

Motion to approve Resolutions 53734 through 53738 as read.

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Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53739 RESOLUTION AUTHORIZING THE ACCEPTANCE OF STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT FUNDS FROM THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN THE TOTAL AMOUNT OF $557,805.00.

53740 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2022 JUVENILE DETENTION ALTERNATIVE INITIATIVE INNOVATIONS GRANT FROM THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $120,000.00.

53741 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $20,543.40 RESULTING IN AN AMOUNT NOT TO EXCEED $329,742.40 THROUGH DECEMBER 31, 2021.

53742 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH, DIVISION OF FAMILY HEALTH SERVICES AND ACCEPTANCE OF FUNDS RELATIVE TO THE WIC SENIOR FARMER MARKET NUTRITION PROGRAM FROM JUNE 1, 2022 TO SEPTEMBER 30, 2022 FOR $2,000.00.

Motion to approve Resolutions 53739 and 53742 as read.

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Comments: N/A

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53743 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTANCE OF FUNDS RELATIVE TO THE FFY21 VICTIMS OF CRIME ACT (VOCA) GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $410,257.00 WITH AN IN-KIND MATCH OF $557,457.00 FOR A TOTAL AMOUNT OF $967,714.00.

53744 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTANCE OF FUNDS RELATIVE TO THE FFY20 STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $31,656.00 WITH AN IN-KIND MATCH OF $206,568.00 FOR A TOTAL AMOUNT OF $238,224.00.

Motion to approve Resolutions 53743 and 53744 as read.

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53745 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND BRYSON & YATES CONSULTING ENGINEERS, LLC. FROM MARCH 8, 2022 TO MARCH 7, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00 PER CONTRACT.

53746 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH AP PLUMBING & HEATING SUPPLY, LLC. FROM MARCH 4, 2022 TO MARCH 3, 2023 IN AN AMOUNT NOT TO EXCEED $80,000.00.

Motion to approve Resolutions 53745 and 53747 as read.

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Comments: N/A

53747 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH ROYAL PRINTING SERVICE FOR $20,080.00.

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Comments: N/A

Old Business

New Business

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

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John Trimble, Monroe Township – First question, why is Gloucester County in the business of running a daycare business? A daycare center that has consistently lost over a million dollars year.

Administrator Bruner explained that the daycare center does not lose over a million dollars year and that in fact the Gloucester County Improvement Authority is responsible for the daycare operation not the County government. Mr. Trimble continued to interrogate Administrator Bruner regarding the GCIA and GCUA monies passing through County government. County Counsel, Campo intervened and explained to Mr. Trimble that this was not a trial nor a cross examination and that Administrator Bruner said nothing of the sort.

Mr. Trimble's then asked who the Deputy Business Administrator was. Administrator Bruner said the Deputy Business Administrator does not exist as a title. Mr. Trimble proceed to ask if Michelle Coryell was the Deputy Business Administrator. Administrator Bruner said she was the Deputy County Administrator. Mr. Trimble proceeded to interrogate Administrator Bruner on the hiring, qualifications and salary of Michelle Coryell. County Counsel Campo, reminded Mr. Trimble that this was not a trial and that we do not discuss personnel matters at an open public meeting. Mr. Trimble proceeded to ask questions
regarding personnel salaries and the hiring of Michelle Coryell. Director DiMarco advised Mr. Trimble his
time was up.

**Tom Sullivan, West Deptford** – Mr. Sullivan stated that he was an employee of the GCIA and confirmed
that the GCIA owns and operates the Dream Park, Daycare, County Landfill and Nursing Home. Mr. Sullivan
addressed Mr. Trimble’s comments regarding discussing personnel matters during an open public
matter.

**Stacey Gray, Deptford** – Addressed the board regarding the Gloucester County Public Schools. Ms.
Gray read a statement regarding GCIT and the enrollment process as well as the segregated school
system. Commissioner Barnes addressed some of Ms. Gray’s questions and then suggested she contact
his office to set up a meeting so they can discuss her concerns and questions.

**Steve Sweeney, West Deptford** – Mr. Sweeney addressed Mr. Trimble’s comments about the daycare
center losing money. He stated that sometimes government has to spend money in order to take care of
its people. Mr. Sweeney acknowledged how angry Mr. Trimble is now that the democrats aren’t supporting
him. Mr. Sweeney addressed wanted to address Ms. Gray’s concerns regarding NJ having the most
segregated school district. He stated it was because we send our kids to school by zip codes and the
solution is a county-wide school system.

Mr. Trimble attempted to respond to Mr. Sweeney and was advised by the Board that his time was expired
and that there was no back and forth. Mr. Trimble continued to try to disrupt the meeting and County
Counsel Campo asked the Sheriff’s officers to speak to Mr. Trimble as he should know better as an
attorney-at-law.

### CLOSE

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Comments: N/A

### Adjournment

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Comments: N/A

Time: 6:38 p.m.
Gloucester County
Board of Commissioners

Proclamation

—HONORING—
JASON F. GABRIELI
GLOUCESTER COUNTY CHAMBER OF COMMERCE COMMUNITY SERVICE AWARD
BENJAMIN GRIFFITH YOUNG EXECUTIVE 2022

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to honor Jason F. Gabrieli on receiving the Gloucester County Chamber of Commerce Community Service Award: Benjamin Griffith Young Executive-2022; and

WHEREAS, Jason F. Gabrieli co-founded IFM Investment Advisors, LLC in 2017 and having grown up in a family of entrepreneurs, he has now realized his dream of owning his own business. Jason oversees technology, operations and team development, including assisting his clients in defining and realizing their financial goals and making sure the company stays abreast of the ever changing financial regulations; and

WHEREAS, Jason F. Gabrieli volunteers to help his community, especially to those that do not have the same support and opportunities that he was blessed with. He has served as a Rotarian since 2010, most recently with the Glassboro Rotary and he gives of his time and talents for the American Cancer Society, Multiple Sclerosis Society, Kid’s Alley and People for People Foundation. He was also named as one of the top “20 under 40” in 2016 by South Jersey Biz Magazine; and

WHEREAS, Jason F. Gabrieli epitomizes what it means to be a member of our business community. He believes that being prepared to succeed is a key element in any plan, which prepares him for the work he does in the financial service industry, effectively coaching clients and giving them the confidence to achieve long term financial peace of mind.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes, Nicholas DeSulvio, Denice DiCarlo, James B. Jefferson, and Christopher Konavel do hereby recognize Jason F. Gabrieli for being named Gloucester County Chamber of Commerce Community Service Award: Benjamin Griffith Young Executive 2022.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Nicholas DeSulvio
Commissioner

James B. Jefferson
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board

Lyman Barnes
Commissioner

Denice DiCarlo
Commissioner

Christopher Konavel
Commissioner
Gloucester County
Board of Commissioners

Proclamation

~ HONORING ~
GLOUCESTER COUNTY HABITAT FOR HUMANITY
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD: NON-PROFIT OF THE YEAR-2022

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize
Gloucester County Habitat for Humanity on being named Gloucester County Chamber of Commerce
Community Service Award: Non-Profit of the Year-2022; and

WHEREAS, Gloucester County Habitat for Humanity (GCHFH) is a Southern New Jersey
affiliate of the largest not for profit builder in the world, Habitat for Humanity International. Habitat
is committed to building better communities throughout Gloucester County through the transformative
power of affordable home ownership which leads to revitalizing neighborhoods and changing the lives
of their partner families; and

WHEREAS, GCHFH is directly responsible for all aspects of Habitat home-building in its local
area, including fundraising, site selection, family selection and support, construction and mortgage
servicing. Through volunteer labor and valuable donations of money and materials, they build simple,
comfortable houses along with the help of the homeowner (partner) families who must provide at least
300 hours of sweat equity to earn these units. The houses are sold to the partner family at no profit and
financed with affordable loans. GCHFH has been responsible for housing 50 families in Gloucester
County since 1986, including those with ADA accessibility needs and veterans with various challenges;
and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on
behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes,
Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel do hereby recognize
Gloucester County Habitat for Humanity on being named Gloucester County Chamber of Commerce
Community Service Award: Non-Profit of the Year-2022.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed
and the seal of the County of Gloucester to be affixed this 24th day of March, 2022.

[Signatures]
Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel
Commissioner

ATTEST: Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

~HONORING~
KEVIN DIDUCH
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD: SMALL BUSINESS PERSON OF THE YEAR-2022

WHEREAS, It is the desire of the Gloucester County Board of Commissioners to honor Kevin Diduch as the recipient of the Gloucester County Chamber of Commerce Community Service Award: Small Business Person of the Year-2022; and

WHEREAS, Kevin Diduch is the owner and principal attorney at KD Law, a firm focused on representing individuals and small businesses in the areas of residential and commercial real estate and litigation. Kevin Diduch is a resident of Washington Township and is the proud father of two girls and the husband of his high school sweetheart; and

WHEREAS, Kevin Diduch serves on the Advisory Board for A Kid Again MidAtlantic Chapter, serves on the Leadership Council for Maryville Addiction Treatment Centers and previously served on the Board of Directors of the Boys and Girls Clubs of Gloucester County. Through his dedication to family and community, Kevin Diduch embodies the true meaning of Community Service; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson, and Christopher Konawel do hereby recognize Kevin Diduch for being named Gloucester County Chamber of Commerce Community Service Award: Small Business Person of the Year-2022.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Denice DiCarlo
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konawel
Commissioner

James B. Jefferson
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

--HONORING--
KRISTA COLLINGS
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD: BUSINESS PERSON OF THE YEAR-2022

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to honor Krista Collings on being named Gloucester County Chamber of Commerce Community Service Award: Business Person of the Year-2022; and

WHEREAS, Krista Collings has nearly two decades of professional banking experience and currently serves as Vice President and Jr. Retail Market Manager at Republic Bank, supporting new business development efforts and mentoring new managers. Her focus on delivering exceptional customer service led to her receiving a Fantastic Sales Retail Award from Republic in 2017 and 2019; and

WHEREAS, Krista Collings has been a Gloucester County Chamber member for nearly six years, and has served many roles within the organization. Krista co-chaired New Visions Networking, a 30 chamber member group, was the red carpet interviewer for the Chamber’s Community Service Awards event for three years and in addition, has served throughout the community including First Vice President for the Greater Woodbury Chamber of Commerce and as a board member for United Way, Habitat for Humanity and the Glassboro Child Development Center. Krista resides in Mullica Hill with her husband of 14 years and their two children, instilling the value of community service within her family; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson, and Christopher Konawel do hereby recognize Krista Collings for being named Gloucester County Chamber of Commerce Community Service Award: Business Person of the Year-2022.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March 2022.

[Signatures]

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denice DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

-HONORING-

PASTOR DEREK V. GATLING
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD: CITIZEN OF THE YEAR-2022

WHEREAS, It is the desire of the Gloucester County Board of Commissioners to honor Pastor Derek V. Gatling on being named Gloucester County Chamber of Commerce Citizen of the Year-2022; and

WHEREAS, Pastor Derek V. Gatling became the Senior Pastor of First Baptist Church Jericho in January of 2016, the seventh pastor in the church’s 111 year history. Pastor Gatling entered the ministry in 1993 at the Bethel African Methodist Episcopal Church in Moorestown, NJ. He was ordained in the AME Church in April 1995 and became Pastor of his first church in 1997. In 2011, Pastor Gatling decided to continue his spiritual journey in the Baptist Church, and in July of 2013 he was ordained in the Bethany Baptist Association of Southern New Jersey and elected pastor in November of 2015, assuming leadership after the retirement of 22- year Pastor Clabon Bogan; and

WHEREAS, Pastor Derek V. Gatling was born in 1969 in Bronx, NY, was raised in East Orange, New Jersey and completed his last two years of high school in Fayetteville, NC. He is the only son of Minister Rosa H. Brown and Ronald M. Gatling. He is married to wife Kerri and has three children; and

WHEREAS, Pastor Derek V. Gatling has led a life of service to the community as an adjunct professor at Palmer Theological Seminary and as a manager of community affairs for the non-profit Mid-Atlantic States Career and Education Center. He chaired the South Jersey Community Reentry Coalition, helping individuals previously incarcerated to transition back into society and helped establish the Community Shuttle of Salem County which provides much needed transportation for residents to employment opportunities.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel do hereby recognize Pastor Derek V. Gatling for being named Gloucester County Chamber of Commerce Community Service Award: Citizen of the Year-2022.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denice DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

—HONORING—
EMIDIO “MID” MARIANI
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD: CHAMBER MEMBER OF THE YEAR-2022

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to honor Emidio “Mid” Mariani on being named Gloucester County Chamber of Commerce Community Service Award: Chamber Member of the Year-2022; and

WHEREAS, Emidio “Mid” Mariani is a lifelong resident of South Jersey and has spent the last 30 years in the business world in sales and executive roles, presently as director of sales for NEMR Total HR, a firm that specializes in human resources. In his previous role as owner of Express Employment Professionals in Woodbury, he became a member of the Gloucester County Chamber of Commerce, serving on the Ambassador Committee and Golf Committee; and

WHEREAS, Emidio “Mid” Mariani serves on the Board of Directors for United Way of Gloucester County including the Operating Committee and as a Campaign Cabinet Manager and former Campaign Chairperson. He is a firm believer in the power of networking and in the gratification of volunteering and is devoted to his wife Katrina and two children; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel do hereby recognize Emidio “Mid” Mariani for being named Gloucester County Chamber of Commerce Community Service Award: Chamber Member of the Year-2022.

IN WITNESS WHEREOF, the Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 24th day of March, 2022.

[Signatures]

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denice DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

In Recognition of
Caitlin Wallis
Achieving Rank of Eagle Scout

WHEREAS, the Board of Gloucester County Commissioners would like to take this time to honor and recognize Caitlin Wallis on her achievements as a member of the Scouts of America, Troop 7151 G; and

WHEREAS, Caitlin began her Scouting career at the age of five and progressed from a Daisy, to Brownie, and finally to Cadette. She joined Scouts Troop 7151 G achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and distinguished herself by earning the “Rank of Eagle Scout”, the highest award offered by the Scouts of America on January 13, 2022. Caitlin was among the first founding members of females to achieve “Rank of Eagle Scout” in South Jersey; and

WHEREAS, Caitlin earned 23 Merit Badges, 21 of which are required for her Eagle Scout Ranking. She exhibited exceptional leadership throughout her time in the Scouts, serving in the positions of Senior Patrol Troop Leader 7151 G, President and Treasurer of Venturing Crew 21 and Den Chief for Cub Pack 1721; and

WHEREAS, Caitlin has performed over 139 hours of community service, camped 30 plus nights and hiked 80 miles with her Troop. Caitlin’s special achievements include Bronze Award, Cyber Chip, F iren’ n Chit, World Conservation and the Religious Knot Award. She was awarded a Scholarship for being top seller for Scout Popcorn and is a Founding member of Troop 151 G and Venturing Crew 21; and

WHEREAS, Caitlin exhibited her commitment to public service by selecting as her Eagle Scout project, the construction of a 9-11 Memorial Pavilion located at the Veteran’s Park in Woodbury Heights. The Pavilion is 24x48 foot and built to honor the First Responders and the victims of the September 11 attack. In addition, her project goal was met by also providing a sheltered meeting area for the residents of the community to gather for ceremonies and special events. Caitlin’s project personifies the objective of the Scouts of America; to give kids and young adults the skills they need to unlock their full potential and to live productive lives as citizens in our communities; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denise DiCarlo, James B. Jefferson and Christopher Konawe l, Jr. do hereby honor and recognize Caitlin Wallis for her leadership, personal achievements and dedicated service to her community as a member of the Scouts of America, Troop 7151 G.

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 20th day of March, 2022.

Frank J. DiMarco
Director

Lynnae Barnes
Lyman
Commissioner

Denise DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

In Recognition of
Emily Wallis
Achieving Rank of Eagle Scout

WHEREAS, the Board of Gloucester County Commissioners would like to take this time to honor and recognize Emily Wallis on her achievements as a member of the Scouts of America, Troop 7151 G; and

WHEREAS, Emily began her Scouting career at the age of five and progressed from a Daisy, to Brownie and finally to Cadette. She joined Scouts Troop 7151 G achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and distinguished herself by earning the “Rank of Eagle Scout”, the highest award offered by the Scouts of America on October 7, 2021. Emily was among the first founding members of females to achieve “Rank of Eagle Scout” in South Jersey; and

WHEREAS, Emily earned 23 Merit Badges, 21 of which are required for her Eagle Scout Ranking. She exhibited exceptional leadership throughout her time in the Scouts, serving in the positions of Patrol Leader, Jr, Assistant Scout Master, Assistant Den Leader Pack 1721 and Secretary of Venturing Crew 21; and

WHEREAS, Emily has performed over 139 hours of community service, camped 28 plus nights and hiked 70 miles with her Troop. Emily’s special achievements include Bronze Award, Cyber Chip, Firem’n Chit, World Conservation and the Religious Knot Award. She was awarded a Scholarship for being top seller for Scout Popcorn and is a Founding Member of Troop 7151 G and Venturing Crew 21; and

WHEREAS, Emily exhibited her commitment to public service by selecting as her Eagle Scout “Gotcha Day Adoption Bags” for Good Karma Dog Rescue, a nonprofit organization. Working with this group, Emily was able to increase the adoptions and foster families willing to take a dog into their home. Each bag contains items that are essential for the owning/fostering family to get started in their new relationship with the dog: collar, leash, blankets, toys and basic information for caring for a newly adopted pet. Emily did additional research and created multiple homemade dog treats to include in the bags. Emily’s project personifies the objective of the Scouts of America; to give kids and young adults the skills they need to unlock their full potential and to live productive lives as citizens in our communities; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, Jr. do hereby honor and recognize Emily Wallis for her leadership, personal achievements and dedicated service to her community as a member of the Scouts of America, Troop 7151 G.

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 20th day of March, 2022.

[Signature]
Frank J. DiMarco
Director

[Signature]
Lyman Barnes
Commissioner

[Signature]
Denise DiCarlo
Commissioner

[Signature]
Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attest: Laurie J. Burns, Clerk of the
Gloucester County
Board of Commissioners

Proclamation
In Recognition of
Tommy Wallis
Achieving Rank of Eagle Scout

WHEREAS, the Board of Gloucester County Commissioners would like to take this time to honor and recognize Tommy Wallis on his achievements as a member of the Boy Scouts of America, Troop 7151; and

WHEREAS, Tommy began his Scouting career at the age of seven and progressed from a Wolf, to Bear, and finally to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. He crossed over into Boy Scouts Troop 7151 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America on January 13, 2022; and

WHEREAS, Tommy earned 33 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Patrol Leader, Quartermaster and currently volunteers as Den Chief; and

WHEREAS, Tommy has performed over 139 hours of community service, camped 50 plus nights and hiked 75 miles with his Troop. Tommy's special achievements include Arrow of Light, Cyber Chip, Fire'em'n Chit, World Conservation and the Religious Knot Award. He was also awarded a Scholarship for being top seller for Scout Popcorn and is also a member of the high adventure unit Venturing Crew 21 and a member of the Deptford Jr. ROTC unit (Reserve Officer Training Corps); and

WHEREAS, Tommy exhibited his commitment to public service by selecting as his Eagle Scout project, the installation of a flagpole and garden at Woodbury Heights Glen Lake. Tommy installed a Telescopic Flagpole, which encompasses a solar powered light. He beautified the entire lakefront by organizing a group of volunteers to remove trash and debris as well as clean out the flowerbeds near the playground area. The United States Flag will be flown for many events and ceremonies held at the lake. Tommy's project personifies the objective of the Boy Scouts of America; to give kids and young adults the skills they need to unlock their full potential and to live productive lives as citizens in our communities; and

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, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, do hereby honor and recognize Tommy Wallis for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 7151.

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 20th day of March, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Denise DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attest: Laurie J. Burns, Clerk of the
Gloucester County
Board of Commissioners

Proclamation

~Honoring~
The 50th Anniversary of
The National Senior Nutrition Program
Gloucester County Senior Nutrition Program
March 2022
Mantua Township Community Center
Gloucester County, NJ

WHEREAS, since 1972, the National Senior Nutrition Program, created by and funded through the Older Americans Act, has assisted local governments to serve home-delivered and congregate meals to seniors, helping to ensure these citizens have the opportunity to stay healthy, independent and connected; and

WHEREAS, more than 10 million older Americans face hunger each year, and the Gloucester County Senior Nutrition Program was created to reduce hunger, food insecurities and malnutrition, while promoting socialization to help prevent the onset of adverse health conditions; and

WHEREAS, the Gloucester County Senior Nutrition Program enables seniors access to healthy foods, nutrition screening, education, counseling, social opportunities and support to encourage well-being; and

WHEREAS, despite the many challenges posed by the COVID-19 pandemic the Gloucester County Senior Nutrition Program was integral in ensuring that the senior community continued to receive home delivery and grab-and-go meals distributed at congregate meal sites; and

WHEREAS, the Gloucester County Senior Nutrition Program continues to have a positive impact on our senior residents by improving their nutrition. Participants receive more calories, calcium, vitamin B and zinc than non-participants. The program provides socializing for our seniors. As little as 30 minutes of interaction with others per day has been shown to improve brain health and cognitive ability that decreases the likelihood of brain diseases such as Alzheimer’s and dementia. The program improves the health of our seniors overall, as poor nutrition and loneliness have been linked to high instances of sickness and disease. The program also serves the family and friends of our seniors, giving them peace of mind that their loved ones are receiving help and assistance that they may otherwise be unable to provide; and

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 the 50th Anniversary of the National Senior Nutrition Program and the Gloucester County Senior Nutrition Program. We encourage the residents of Gloucester County to recognize older adults and the people who support them through nutrition services as essential contributors to the strength of our community.

IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13rd day of March, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konawel, Jr.
Commissioner

Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

~Honoring~
The 50th Anniversary of
The National Senior Nutrition Program
Gloucester County Senior Nutrition Program
March 2022
Thorofare Fire Hall
Gloucester County, NJ

WHEREAS, since 1972, the National Senior Nutrition Program, created by and funded through the Older Americans Act, has assisted local government to serve home-delivered and congregate meals to seniors, helping to ensure these citizens have the opportunity to stay healthy, independent and connected; and

WHEREAS, more than 10 million older Americans face hunger each year, and the Gloucester County Senior Nutrition Program was created to reduce hunger, food insecurities and malnutrition, while promoting socialization to help prevent the onset of adverse health conditions; and

WHEREAS, the Gloucester County Senior Nutrition Program enables seniors access to healthy foods, nutrition screening, education, counseling, social opportunities and support to encourage well-being; and

WHEREAS, despite the many challenges posed by the COVID-19 pandemic the Gloucester County Senior Nutrition Program was integral in ensuring that the senior community continued to receive home delivery and grab-and-go meals distributed at congregate meal sites; and

WHEREAS, the Gloucester County Senior Nutrition Program continues to have a positive impact on our senior residents by improving their nutrition. Participants receive more calories, calcium, vitamin B and zinc than non-participants. The program provides socializing for our seniors. As little as 30 minutes of interaction with others per day has been shown to improve brain health and cognitive ability that decreases the likelihood of brain diseases such as Alzheimer’s and dementia. The program improves the health of our seniors overall, as poor nutrition and loneliness have been linked to high instances of sickness and disease. The program also serves the family and friends of our seniors, giving them peace of mind that their loved ones are receiving help and assistance that they may otherwise be unable to provide; and

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, Denice DiCarlo, Nicholas DeSilvio, James B. Jefferson and Christopher Konawel, Jr. do hereby recognize the 50th Anniversary of the National Senior Nutrition Program and the Gloucester County Senior Nutrition Program. We encourage the residents of Gloucester County to recognize older adults and the people who support them through nutrition services as essential contributors to the strength of our community.

IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners
Proclamation

~Honoring~
The 50th Anniversary of
The National Senior Nutrition Program
Gloucester County Senior Nutrition Program
March 2022
First Baptist Church of Jericho
Gloucester County, NJ

WHEREAS, since 1972, the National Senior Nutrition Program, created by and funded through the Older Americans Act, has assisted local government to serve home-delivered and congregate meals to seniors, helping to ensure these citizens have the opportunity to stay healthy, independent and connected; and

WHEREAS, more than 10 million older Americans face hunger each year, and the Gloucester County Senior Nutrition Program was created to reduce hunger, food insecurity and malnutrition, while promoting socialization to help prevent the onset of adverse health conditions; and

WHEREAS, the Gloucester County Senior Nutrition Program enables seniors access to healthy foods, nutrition screening, education, counseling, social opportunities and support to encourage well-being; and

WHEREAS, despite the many challenges posed by the COVID-19 pandemic the Gloucester County Senior Nutrition Program was integral in ensuring that the senior community continued to receive home delivery and grab-and-go meals distributed at congregate meal sites; and

WHEREAS, the Gloucester County Senior Nutrition Program continues to have a positive impact on our senior residents by improving their nutrition. Participants receive more calories, calcium, vitamin B and zinc than non-participants. The program provides socializing for our seniors. As little as 30 minutes of interaction with others per day has been shown to improve brain health and cognitive ability that decreases the likelihood of brain diseases such as Alzheimer’s and dementia. The program improves the health of our seniors overall, as poor nutrition and loneliness have been linked to high instances of illness and disease. The program also serves the family and friends of our seniors, giving them peace of mind that their loved ones are receiving help and assistance that they may otherwise be unable to provide; and

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IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2022.

[Signatures]

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel, Jr.
Commissioner

Attest: Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

~Honoring~
The 50th Anniversary of
The National Senior Nutrition Program
Gloucester County Senior Nutrition Program
March 2022
Pfeiffer Community Center
Gloucester County, NJ

WHEREAS, since 1972, the National Senior Nutrition Program, created by and funded through the Older Americans Act, has assisted local government to serve home-delivered and congregate meals to seniors, helping to ensure these citizens have the opportunity to stay healthy, independent and connected; and

WHEREAS, more than 10 million older Americans face hunger each year, and the Gloucester County Senior Nutrition Program was created to reduce hunger, food insecurities and malnutrition, while promoting socialization to help prevent the onset of adverse health conditions; and

WHEREAS, the Gloucester County Senior Nutrition Program enables seniors access to healthy foods, nutrition screening, education, counseling, social opportunities and support to encourage well-being; and

WHEREAS, despite the many challenges posed by the COVID-19 pandemic the Gloucester County Senior Nutrition Program was integral in ensuring that the senior community continued to receive home delivery and grab-and-go meals distributed at congregate meal sites; and

WHEREAS, the Gloucester County Senior Nutrition Program continues to have a positive impact on our senior residents by improving their nutrition. Participants receive more calories, calcium, vitamin B and zinc than non-participants. The program provides socializing for our seniors. As little as 30 minutes of interaction with others per day has been shown to improve brain health and cognitive ability that decreases the likelihood of brain diseases such as Alzheimer’s and dementia. The program improves the health of our seniors overall, as poor nutrition and loneliness have been linked to high instances of sickness and disease. The program also serves the family and friends of our seniors, giving them peace of mind that their loved ones are receiving help and assistance that they may otherwise be unable to provide; and

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IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2022.

Frank J. DiMarco
Director

Lynnhn Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

~Honoring~
The 50th Anniversary of
The National Senior Nutrition Program
Gloucester County Senior Nutrition Program
March 2022
Second Baptist Church Paulsboro
Gloucester County, NJ

WHEREAS, since 1972, the National Senior Nutrition Program, created by and funded through the Older Americans Act, has provided the government to serve home-delivered and congregate meals to seniors, helping to ensure these citizens have the opportunity to stay healthy, independent and connected; and

WHEREAS, more than 10 million older Americans face hunger each year, and the Gloucester County Senior Nutrition Program was created to reduce hunger, food insecurities and malnutrition, while promoting socialization to help prevent the onset of adverse health conditions; and

WHEREAS, the Gloucester County Senior Nutrition Program enables seniors access to healthy foods, nutrition screening, education, counseling, social opportunities and support to encourage well-being; and

WHEREAS, despite the many challenges posed by the COVID-19 pandemic the Gloucester County Senior Nutrition Program was integral in ensuring that the senior community continued to receive home delivery and grab-and-go meals distributed at congregate meal sites; and

WHEREAS, the Gloucester County Senior Nutrition Program continues to have a positive impact on our senior residents by improving their nutrition. Participants receive more calories, calcium, vitamin B and zinc than non-participants. The program provides socializing for our seniors. As little as 30 minutes of interaction with others per day has been shown to improve brain health and cognitive ability that decreases the likelihood of brain diseases such as Alzheimer’s and dementia. The program improves the health of our seniors overall, as poor nutrition and loneliness have been linked to high instances of sickness and disease. The program also serves the family and friends of our seniors, giving them peace of mind that their loved ones are receiving help and assistance that they may otherwise be unable to provide; and

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, Denice DiCarlo, Nicholas DeSilvio, James B. Jefferson and Christopher Konavel, Jr. do hereby recognize the 50th Anniversary of the National Senior Nutrition Program and the Gloucester County Senior Nutrition Program. We encourage the residents of Gloucester County to recognize older adults and the people who support them through nutrition services as essential contributors to the strength of our community.

IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2022.

[Signatures]

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Attest: Laurie J. Burns, Clerk of the Board

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konavel, Jr.
Commissioner
Gloucester County
Board of Commissioners

Proclamation

~Honoring~
The 50th Anniversary of
The National Senior Nutrition Program
Gloucester County Senior Nutrition Program
March 2022
Glassboro Senior Center
Gloucester County, NJ

WHEREAS, since 1972, the National Senior Nutrition Program, created by and funded through the Older Americans Act, has assisted local government to serve home-delivered and congregate meals to seniors, helping to ensure these citizens have the opportunity to stay healthy, independent and connected; and

WHEREAS, more than 10 million older Americans face hunger each year, and the Gloucester County Senior Nutrition Program was created to reduce hunger, food insecurities and malnutrition, while promoting socialization to help prevent the onset of adverse health conditions; and

WHEREAS, the Gloucester County Senior Nutrition Program enables seniors access to healthy foods, nutrition screening, education, counseling, social opportunities and support to encourage well-being; and

WHEREAS, despite the many challenges posed by the COVID-19 pandemic the Gloucester County Senior Nutrition Program was integral in ensuring that the senior community continued to receive home delivery and grab-and-go meals distributed at congregate meal sites; and

WHEREAS, the Gloucester County Senior Nutrition Program continues to have a positive impact on our senior residents by improving their nutrition. Participants receive more calories, calcium, vitamin B and zinc than non-participants. The program provides socializing for our seniors. As little as 30 minutes of interaction with others per day has been shown to improve brain health and cognitive ability that decreases the likelihood of brain diseases such as Alzheimer’s and dementia. The program improves the health of our seniors overall, as poor nutrition and loneliness have been linked to high instances of sickness and disease. The program also serves the family and friends of our seniors, giving them peace of mind that their loved ones are receiving help and assistance that they may otherwise be unable to provide; and

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 KonaweI, Jr. do hereby recognize the 50th Anniversary of the National Senior Nutrition Program and the Gloucester County Senior Nutrition Program. We encourage the residents of Gloucester County to recognize older adults and the people who support them through nutrition services as essential contributors to the strength of our community.

IN WITNESS WHEREOF, the Director and Clerk caused these precepts to be executed and the seal of the County of Gloucester to be affixed this 23rd day of March, 2022.

[Handwritten signature]
Frank J. DiMarco
Director

[Handwritten signature]
Heather Simmons
Deputy Director

[Handwritten signature]
Lyman Barnes
Commissioner

[Handwritten signature]
Denise DiCarlo
Commissioner

[Handwritten signature]
Nicholas DeSilvio
Commissioner

[Handwritten signature]
James B. Jefferson
Commissioner

[Handwritten signature]
Christopher KonaweI, Jr.
Commissioner

[Handwritten signature]
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

~RECOGNIZING~
March 2022

DEVELOPMENTAL DISABILITIES AWARENESS MONTH
Gloucester County, NJ

WHEREAS, all Americans are entitled to have access to community services, individualized support and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

WHEREAS, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 208,000 of these individuals live and work in the state of New Jersey; and

WHEREAS, the observance of Developmental Disabilities Awareness Month has been recognized nationally since 1987 when the American people were encouraged to build understanding and to provide new opportunities for individuals in the U.S. living with intellectual or developmental disabilities; and

WHEREAS, people with developmental disabilities are capable and creative individuals, regardless of ability, have valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

WHEREAS, public awareness and education enhance our community’s understanding of the issues affecting people with developmental disabilities; and

WHEREAS, the Board of County Commissioners recognizes and appreciates organizations such as The Arc Gloucester in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment, that individuals with disabilities can live fulfilling and productive lives; and

WHEREAS, we honor The Arc Gloucester, celebrating their 65th year of service to the residents of Gloucester County, dedicated to making a difference and improving the quality of life for individuals with intellectual and developmental disabilities and their families in Gloucester County.

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 Konavel, Jr. do hereby recognize March 2022 as Developmental Disabilities Awareness Month in Gloucester County and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of March, 2022.

Frank J. DiMarco
Director

Lynman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konavel, Jr.
Commissioner

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board
RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET

WHEREAS, after review, it has been determined that certain items must be canceled from the County's temporary budget; and

WHEREAS, the Treasurer has recommended the passage of a Resolution to formally cancel certain items contained in the Temporary Budget as follows:

Health & Human Services:  
Code Blue Housing $ 10,000.00

County Debt Service:  
Capital Leases-Interest $1,750,685.00  
Justice Complex-Principal $ 385,000.00

Statutory Expenditures:  
Public Employees Retirement System $ 50,000.00

WHEREAS, said action has been reviewed and approved by the County Administrator and the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that certain items contained in the Temporary Budget as set forth hereinabove shall be canceled.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,  
CLERK OF THE BOARD
RESOLUTION ELECTING N.J.S.A. 40A:4-45.4 (THE "1977 CAP")
TO DETERMINE THE 2022 COUNTY TAX LEVY

WHEREAS, N.J.S.A. 40A:4-45.45 limits the amount to be raised by County taxes to the
lower of the amount required by N.J.S.A. 40A:4-45.4 (the "1977 CAP"), or N.J.S.A. 40A:4-
45.45 (the "2010 CAP"); and

WHEREAS, in the event the 1977 CAP and the 2010 CAP yield an equal limitation on
the amount to be raised by County taxes, the Board of County Commissioners must elect the
Statute on which the amount to be raised by County taxes will be calculated; and

WHEREAS, the 2022 budget of the County of Gloucester, New Jersey, yields an equal
amount to be raised by County taxes when calculated under the 1977 CAP and the 2010 CAP.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that it hereby elects N.J.S.A. 40A:4-45.4 (the "1977 CAP") to
determine the amount to be raised by County taxes in its 2022 budget, and to have the ability to
carry forward any unused bank.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
RESOLUTION TO ADOPT THE GLOUCESTER COUNTY BUDGET
FOR THE YEAR 2022

BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester
that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for
the purposes stated of the sums therein set forth as appropriations, and authorization of the
amount of $182,500,000.00 dollars for the County to be raised by taxation, and certification to
the County Board of Taxation of the following summary of general revenues and appropriations.

General Revenues:

Surplus Anticipated ........................................... $ 8,450,270.00
Miscellaneous revenues Anticipated .......................... $ 58,567,284.00
Amount to be Raised by Taxation ............................ $182,500,000.00

Total General Revenues: ........................................ $249,517,554.00

General Appropriations:

Operations including Contingent ......................... $188,572,293.00
Capital Improvements ......................................... $ 859,942.00
County Debt Service ......................................... $ 38,866,566.00
Deferred Charges & Statutory Expenditures ........... $ 21,218,753.00

Total General Appropriations: .............................. $249,517,544.00

ROLL CALL VOTE
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 $3,550,000.
**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 Atkinson 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>
<tr>
<td>Purpose/Improvement</td>
<td>Estimated Total Cost</td>
<td>Down Payment</td>
<td>Grants</td>
<td>Amount of Obligations</td>
<td>Period of Usefulness</td>
</tr>
<tr>
<td>---------------------</td>
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</tr>
<tr>
<td>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</td>
<td>4,250,000</td>
<td>0</td>
<td>0</td>
<td>4,250,000</td>
<td>20 years</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$46,346,877</strong></td>
<td><strong>$222,375</strong></td>
<td><strong>$28,477,377</strong></td>
<td><strong>$17,647,125</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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(c)(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 rebatable 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 bySections 148(f) and 149(e) of the Code; and

(e) 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
COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO $17,647,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION BONDS, SERIES 2022, OF THE COUNTY; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS

BACKGROUND

WHEREAS, pursuant to the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the Board of County Commissioners ("Board") of the County of Gloucester, New Jersey ("County"), has, pursuant to bond ordinance _____, duly and finally adopted by the Board and published in accordance with the requirements of the Local Bond Law ("Bond Ordinance"), authorized the issuance of general obligation bonds or bond anticipation notes of the County to finance the costs of the capital improvements and equipment set forth in and authorized by the Bond Ordinance, all as more particularly described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the County has not yet issued any of its bond or bond anticipation notes to finance the costs of the capital improvements and equipment authorized by the Bond Ordinance; and

WHEREAS, it is the desire of the County to issue its general obligation bonds in the aggregate principal amount of up to $17,647,000, as further described in Exhibit "A", the proceeds of which will be used to finance or pay the costs of: (i) certain general capital improvements and equipment for which obligations have been authorized, but not issued ("2022 County Project"); (ii) certain capital improvements for Rowan College of South Jersey, for which obligations have been authorized, but not issued ("2022 Chapter 12 Project"); (iii) certain capital improvements for the Gloucester County Institute of Technology and Rowan College of South Jersey as a part of the Building Our Future Bond Act Program, for which obligations have been authorized, but not issued ("2022 Building Our Future Project"); and (iv) certain costs and expenses related to the issuance and sale of such bonds (items (i) through (iv) shall be collectively referred to as the “Project”).

WHEREAS, pursuant to the Local Bond Law and the Bond Ordinance, it is the intent of the Board hereby to authorize, approve and direct the issuance and sale of such bonds, to ratify and confirm certain actions heretofore taken by or on behalf of the County, and to make certain related determinations and authorizations in connection with such issuance and sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Bond Law and the Bond Ordinance, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, General Obligation Bonds, Series 2022", in an aggregate principal amount of up to $17,647,000 for the Project, is hereby authorized and approved ("Bonds"). The Bonds shall consist of: (i) $4,225,000 aggregate principal amount of General Improvement Bonds to finance the 2022 County Project; (ii) $5,172,000 aggregate principal amount of County College Bonds (Chapter 12) to finance the 2022 Chapter 12 Project; and (iii) $8,250,000 aggregate principal amount of County College Bonds (Building Our Future Bond Act) to finance the 2022 Building Our Future Project.
Section 2. The Bonds shall be dated their date of delivery and shall mature on March 1 in the years and amounts set forth below.

<table>
<thead>
<tr>
<th>Year</th>
<th>General Improvement Bonds</th>
<th>County College Bonds (Chapter 12)</th>
<th>County College Bonds (Build Our Future Bond Act)</th>
<th>Total Principal Amount</th>
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<tbody>
<tr>
<td>2023</td>
<td>$290,000</td>
<td>$172,000</td>
<td>$300,000</td>
<td>$762,000</td>
</tr>
<tr>
<td>2024</td>
<td>320,000</td>
<td>205,000</td>
<td>330,000</td>
<td>855,000</td>
</tr>
<tr>
<td>2025</td>
<td>325,000</td>
<td>210,000</td>
<td>335,000</td>
<td>870,000</td>
</tr>
<tr>
<td>2026</td>
<td>330,000</td>
<td>215,000</td>
<td>340,000</td>
<td>885,000</td>
</tr>
<tr>
<td>2027</td>
<td>340,000</td>
<td>220,000</td>
<td>350,000</td>
<td>910,000</td>
</tr>
<tr>
<td>2028</td>
<td>345,000</td>
<td>225,000</td>
<td>355,000</td>
<td>925,000</td>
</tr>
<tr>
<td>2029</td>
<td>355,000</td>
<td>230,000</td>
<td>365,000</td>
<td>950,000</td>
</tr>
<tr>
<td>2030</td>
<td>365,000</td>
<td>235,000</td>
<td>375,000</td>
<td>975,000</td>
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<tr>
<td>2031</td>
<td>370,000</td>
<td>240,000</td>
<td>385,000</td>
<td>995,000</td>
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<tr>
<td>2032</td>
<td>385,000</td>
<td>250,000</td>
<td>395,000</td>
<td>1,030,000</td>
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<tr>
<td>2033</td>
<td>395,000</td>
<td>255,000</td>
<td>405,000</td>
<td>1,055,000</td>
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<tr>
<td>2034</td>
<td>405,000</td>
<td>265,000</td>
<td>420,000</td>
<td>1,090,000</td>
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<tr>
<td>2035</td>
<td>0</td>
<td>275,000</td>
<td>435,000</td>
<td>710,000</td>
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<td>2036</td>
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<td>280,000</td>
<td>445,000</td>
<td>725,000</td>
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<td>2037</td>
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<td>750,000</td>
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<td>2038</td>
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<td>300,000</td>
<td>475,000</td>
<td>775,000</td>
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<td>2039</td>
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<td>310,000</td>
<td>495,000</td>
<td>805,000</td>
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<td>830,000</td>
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<td>2041</td>
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<td>335,000</td>
<td>525,000</td>
<td>860,000</td>
</tr>
<tr>
<td>2042</td>
<td>0</td>
<td>340,000</td>
<td>550,000</td>
<td>890,000</td>
</tr>
</tbody>
</table>

The term of the Bonds is equal to or less than the average period of usefulness of the Project being financed through the issuance of the Bonds. Interest on the Bonds shall be payable semi-annually on March 1 and September 1 (each an "Interest Payment Date"), commencing March 1, 2023, in each year until maturity or earlier redemption.

The County Treasurer is hereby authorized to adjust the maturity schedule of the Bonds set forth in the maturity schedule above in accordance with the Local Bond Law and specifically N.J.S.A. 40A:2-26(g).

Section 3. The Bonds maturing on and after March 1, 2033 shall be subject to redemption prior to their stated maturity dates at the option of the County, upon notice as set forth below, as a whole or in part (and, if in part, such maturities as the County shall determine and within any such maturity by lot) on any date on and after March 1, 2032, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the redemption date.

Notwithstanding the foregoing, the Treasurer of the County is hereby authorized to determine whether the Bonds shall be subject to redemption and/or to revise the dates upon which the Bonds shall be subject to redemption, all in accordance with the Local Bond Law.

Section 4. Notice of redemption for the Bonds shall be given by mailing first class mail in a sealed envelope with postage pre-paid not less than thirty (30) days nor more than sixty (60) days prior to the redemption date to the owner of every Bond of which all or a portion is to be redeemed at his or her last address, if any, appearing on the registration books of the County or its hereinafter designated paying agent, if any. So long as the Bonds are issued in book-entry-only form, all notices of redemption will be sent only to the Securities Depository (hereinafter defined) and not be sent to the beneficial owners of the Bonds. Failure of an owner of the Bonds to receive such notice or of the Securities Depository to advise any participant or any failure of a participant to notify any beneficial owner of the Bonds shall not affect the validity of any proceedings for the redemption of the Bonds. Such notice shall specify: (i) the series and maturity of the Bonds to be redeemed; (ii) the redemption date and the place or places where amounts that are due and payable upon such redemption will be payable; (iii) if less than all of the Bonds are to be redeemed, the letters and numbers or other distinguishing marks of the Bonds to be redeemed; (iv) in the case of a Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed; (v) that on the redemption date there shall become due and payable with respect to each Bond or portion thereof to be redeemed the redemption price; and (vi) that from and after the redemption date interest on such Bonds or portion thereof to be redeemed shall cease to accrue and be payable.
Section 5. The Bonds shall be general obligations of the County. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and, to the extent payment is not otherwise provided, the County shall levy *ad valorem* taxes on all taxable property without limitation as to rate or amount for the payment thereof. That portion of the Bonds utilized to finance the 2022 Chapter 12 Project shall also be entitled to the benefits of the provisions of the County College Bond Act, P.L., 1971 c. 12, *N.J.S.A. 18A:64A-22.1 et seq.*

Section 6. The Bonds will be issued in fully registered book-entry only form. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of $5,000, or integral multiples thereof, and in integral multiples of $1,000 in excess thereof, or in such amount necessary to issue the principal amount of the Bonds, through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the County on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the fifteenth (15th) day of the calendar month immediately preceding an Interest Payment Date. The Bonds will be executed on behalf of the County by the manual or facsimile signatures of the Director of the Board and County Treasurer, attested by the Clerk of the Board or the County Administrator (such execution shall constitute conclusive approval by the County of the form of the Bonds), and shall bear the affixed, imprinted or reproduced seal of the County thereon.

Section 7. The County is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 8. In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the County and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to registered bonds in denominations of $5,000, or any integral multiple thereof ("Registered Bonds"). The beneficial owner under the book-entry system, upon registration of the Bonds held in beneficial owner's name, will become the registered owner of the Registered Bonds. The County shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 9. The preparation of a preliminary official statement ("Preliminary Official Statement") relating to the Bonds, and the distribution (by physical and/or electronic means) of said Preliminary Official Statement to prospective purchasers of the Bonds and others having an interest therein, are hereby severally authorized and directed. The Director of the Board and the County Treasurer are each hereby authorized to deem the Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Section 10. The County Treasurer is hereby authorized to solicit proposals for and engage the services of one or more qualified firms to provide printing, electronic and/or physical dissemination of the Preliminary Official Statement and final Official Statement (as defined below) ("Printer"), pursuant to the Local Bond Law and the regulations promulgated thereunder. The County Treasurer is hereby authorized to enter into one or more agreements for the services to be provided.

Section 11. Pursuant to Local Bond Law, the County Treasurer is hereby authorized and directed to sell and award the Bonds at a public sale. The sale of the Bonds shall be in accordance with the provisions of Local Bond Law, and the advertised terms of such public sale. If necessary or desirable, the County Treasurer is hereby authorized to postpone, from time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local
Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the
County Treasurer is hereby authorized to announce an alternative sale date at least forty-eight
(48) hours prior to such alternative sale date. The County Treasurer is hereby authorized and
directed to cause a summary notice of sale and a notice of sale for the Bonds to be prepared and
published in accordance with Local Bond Law. At the next meeting of the Board after the sale and
award of the Bonds, the County Treasurer shall report, in writing, to the Board the principal amount,
the rate or rates of interest, the maturity dates, the dates upon which interest on the Bonds shall be
paid, the price and the purchaser or purchasers of the Bonds.

Section 12. The utilization of i-Deal LLC, New York, New York, to provide electronic
bidding services to the County in connection with the competitive sale of the Bonds ("Bidding
Agent") through the use of the Bidding Agent's BiDCOMP/PARITY auction system, pursuant to
the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved,
ratified and confirmed.

Section 13. The preparation of a final official statement ("Official Statement") with respect
to the Bonds is hereby authorized and directed. Within seven (7) business days of the sale of the
Bonds and in sufficient time to accompany any confirmation that requests payment from a
customer, the County will deliver sufficient copies of the Official Statement to the purchaser of each
the Bonds in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12. The Director of
the Board and County Treasurer are each hereby authorized to execute the Official Statement(s),
and the distribution thereof to purchasers and others is hereby authorized and directed. The
execution of the final Official Statement by the Director of the Board or County Treasurer shall
constitute conclusive evidence of approval by the County of the changes therein from the
Preliminary Official Statement. The Director of the Board and County Treasurer are each hereby
severally authorized to approve any amendments or supplements to the Official Statement.

Section 14. In order to assist the underwriters of the Bonds in complying with the
secondary market disclosure requirements of Rule 15c2-12, the Director of the Board and County
Treasurer are each hereby severally authorized to execute on behalf of the County before the
issuance of the Bonds an agreement providing for the preparation and filing of the necessary reports
in accordance with Rule 15c2-12.

Section 15. The County hereby covenants that it will not make any use of the proceeds of
the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as
such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code")
and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be
included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the
interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 16. The County hereby covenants as follows: (i) 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 (ii) it shall take no action that would cause the Bonds to be "federally
guaranteed" within the meaning of Section 149(b) of the Code.

Section 17. To the extent not otherwise exempt, the County hereby covenants that it shall
make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner
described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1,
1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified
insofar as they apply to the Bonds.

Section 18. Application to Moody's Investors Service and/or S&P Global Ratings, acting
through Standard & Poor's Financial Services LLC, for a rating and/or ratings on the Bonds and the
furnishing of certain information concerning the County and the Bonds for the purpose of qualifying
the Bonds for municipal bond insurance, is hereby authorized, ratified, confirmed and approved.

Section 19. All actions heretofore taken and documents prepared or executed by or on
behalf of the County by the Director of the Board, Deputy Director of the Board, County Treasurer,
Clerk of the Board, County Administrator, other County officials or by the County's professional
advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed,
approved and adopted.

Section 20. The Director of the Board, Deputy Director of the Board, County Treasurer,
Clerk of the Board, and County Administrator are each hereby authorized to determine all matters
and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinance, or by this or any subsequent resolution, and the signature of the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board or County Administrator on such documents or instruments shall be conclusive as to such determinations.

Section 21. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 22. 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 April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,
Clerk of the Board
### Exhibit "A"

#### 2022 County Project

<table>
<thead>
<tr>
<th>Ordinance No. and Section</th>
<th>Purpose/Improvement</th>
<th>Bonds to be Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>__-7A</td>
<td>Reconstruction and/or Renovation to various County Parks</td>
<td>$475,000</td>
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<tr>
<td>__-7B</td>
<td>Reconstruction and/or Renovation to various County Buildings</td>
<td>2,327,500</td>
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<tr>
<td>__-7C</td>
<td>Construction, Reconstruction and/or Repair to various County Roadways</td>
<td>190,000</td>
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<tr>
<td>__-7D</td>
<td>Construction, Reconstruction and/or Repair to various County Intersections</td>
<td>95,000</td>
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<tr>
<td>__-7F</td>
<td>Acquisition of Communications Systems and Equipment</td>
<td>1,137,500</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$4,225,000</strong></td>
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#### 2022 Chapter 12 Project

<table>
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<tr>
<th>Ordinance No. and Section</th>
<th>Purpose/Improvement</th>
<th>Bonds to be Issued</th>
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</thead>
<tbody>
<tr>
<td>__-7G</td>
<td>Renovation and/or Reconstruction of Various Rowan College of South Jersey Buildings</td>
<td>$5,172,000</td>
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#### 2022 Building Our Future Project

<table>
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<tr>
<th>Ordinance No. and Section</th>
<th>Purpose/Improvement</th>
<th>Bonds to be Issued</th>
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<tr>
<td>__-7H</td>
<td>Renovation and/or Reconstruction of Various Rowan College of South Jersey Buildings</td>
<td>$4,000,000</td>
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<tr>
<td>__-7I</td>
<td>Renovation and/or Reconstruction of Various Gloucester County Institute of Technology Buildings</td>
<td>4,250,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$8,250,000</strong></td>
</tr>
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</table>
RESOLUTION APPOINTING THE INITIAL MEMBERS OF THE BOARDS OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER PURSUANT TO TITLE 18A

WHEREAS, the Gloucester County Commission Director announced on January 1, 2022 a four-component educational system comprised of:

- Rowan College of South Jersey (RCSJ)
- Gloucester County Special Services School District (GCSSSD)
- Gloucester County Institute of Technology (GCIT)
- Gloucester County Administration (GC)
  - Workforce Development
  - Economic Development
  - Human and Special Services

WHEREAS, each of these components would operate under an autonomous Board and central administration effective July 1, 2022, and the Special Services School District and the Vocational School District will establish separate Boards of Education and central administration, with all other aspects of employment and collective bargaining agreements to be honored and migrated to each respective area; and

WHEREAS, the arrival and ongoing COVID-19 pandemic has caused an overall concern for public education sustainability and the need to re-examine the Gloucester County System of Education’s fundamental components; thus, strengthening, sustaining, and expanding the County Education System must be prioritized in order to continue providing the programs and services vital to the needs of current and future generations; and

WHEREAS, the four-component educational system will deliver academic programs consisting of two divisions: (1) a Special Services division, and (2) a Career Technical Education division, with the Special Services Division consisting of representatives from Rowan College of South Jersey, the Gloucester County Special Services School District, and the County Department of Human and Special Services; and, the Career Technical Education Division to include representatives from Rowan College of South Jersey, the Gloucester County Institute of Technology, and the County Workforce and Economic Development Boards; and

WHEREAS, it is the goal of the Gloucester County Board of Commissioners to provide a unified County Education System, interconnecting and communicating the various academic programs, but with a separate purpose of meeting the needs of individuals with special needs and those seeking career technical programming; and

WHEREAS, there will be potential points of intersection with these two divisions, and this restructuring provides an opportunity for each division to operate with singular focus.

WHEREAS, on February 16, 2022 the Board of County Commissioners created the Gloucester County Special Services School District Board of Education to oversee the Gloucester County Special Services School District.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Gloucester hereby appoint the following individual Board members to initial terms pursuant to Title 18A.

1. Leona Mather is hereby appointed to a three (3) year term effective July 1st.
2. Donna Ragone is hereby appointed to a three (3) year term effective July 1st.
3. Denise Campo is hereby appointed to a two (2) year term effective July 1st.
4. Suzanne Merinuk is hereby appointed to a two (2) year term effective July 1st.
5. Marlene McConnell is hereby appointed to a one (1) year term effective July 1st.
6. Dennis McNulty is hereby appointed to a one (1) year term effective July 1st.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION WITH ASSOCIATED TITLES FOR NON-UNION EMPLOYEES FOR THE YEAR 2022

WHEREAS, pursuant to N.J.S.A. 40A:9-10 the Board of County Commissioners of the County of Gloucester shall fix the amount of salary, wages, or other compensation to be paid to County employees; and

WHEREAS, the Board and its administrative staff have carefully considered and researched the issue of appropriate salary ranges and specific compensation; and

WHEREAS, the results of the consideration and research as to compensation for non-union personnel for the year 2022 are set forth in the schedule(s) attached to this Resolution; and

WHEREAS, the Board of County Commissioners finds the salary ranges, compensation and scales in regard to the above to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the salary ranges and compensation for County non-union personnel, and, the compensation scales for associated titles as set forth on the schedules attached hereto and incorporated herein, be and are hereby approved; and, that the designated County employees shall be compensated accordingly for the year 2022; and

BE IT FURTHER RESOLVED that if during the course of the year 2022 any personnel are promoted, or such salaries or compensation shall be modified, then all such promotions and/or modifications shall be accomplished consistent with all applicable laws, rules and regulations, including applicable statutes, civil service regulations and the County Administrative Code, and shall be accomplished by the appointing authority consistent with applicable County procedures.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
## DEPARTMENT HEADS

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<thead>
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<th>Level</th>
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<tbody>
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<tr>
<td>Level 2</td>
<td>$99,445 - $141,515</td>
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<tr>
<td>Level 3</td>
<td>$121,078 - $254,249</td>
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<td>County Administrator</td>
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</tr>
<tr>
<td>County Counsel</td>
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<tr>
<td>County Engineer</td>
<td>Level 2</td>
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<tr>
<td>County Medical Examiner</td>
<td>Level 2</td>
</tr>
<tr>
<td>County Treasurer</td>
<td>Administration</td>
</tr>
<tr>
<td>Deputy County Administrator</td>
<td>Administration</td>
</tr>
<tr>
<td>Director, Office of Taxation</td>
<td>Level 3</td>
</tr>
<tr>
<td>Director, Buildings and Grounds</td>
<td>Level 3</td>
</tr>
<tr>
<td>Director, Department of Health &amp; Senior Services</td>
<td>Level 3</td>
</tr>
<tr>
<td>Director, Economic Development</td>
<td>Level 2</td>
</tr>
<tr>
<td>Director, Golf Course</td>
<td>Level 1</td>
</tr>
<tr>
<td>Director, Human Services</td>
<td>Level 2</td>
</tr>
<tr>
<td>Director, Information Technology</td>
<td>Level 2</td>
</tr>
<tr>
<td>Director, Parks and Recreation</td>
<td>Level 1</td>
</tr>
<tr>
<td>Director, Public Works</td>
<td>Level 3</td>
</tr>
<tr>
<td>Director, Senior Services</td>
<td>Level 2</td>
</tr>
<tr>
<td>Director, Social Services</td>
<td>Level 3</td>
</tr>
<tr>
<td>Director, Veteran’s Affairs</td>
<td>Level 1</td>
</tr>
<tr>
<td>Emergency Response Coordinator</td>
<td>Level 3</td>
</tr>
</tbody>
</table>
DEPUTY DEPARTMENT HEADS

$98,413 - $145,090

MANAGEMENT STAFF

Level 1 $20.00 - $104,398 per hour
Level 2 $53,420 - $145,707
Level 3 $102,060 - $155,715
DEPUTY DEPARTMENT HEADS

Assistant County Treasurer, Financial Administration
Assistant Director, Buildings and Grounds
Assistant Director, Emergency Response
Deputy County Medical Examiner
Deputy County Tax Assessor
Deputy Director of Welfare Services
Director, Workforce Investment Board
Emergency Management Coordinator
Fire Marshal
Supervisor, Veteran's Interment
<table>
<thead>
<tr>
<th>Position</th>
<th>Level</th>
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<tbody>
<tr>
<td>Administrative Clerk</td>
<td>Level 1</td>
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<tr>
<td>Assistant County Counsel</td>
<td>Level 2</td>
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<tr>
<td>Analyst Trainee</td>
<td>Level 1</td>
</tr>
<tr>
<td>Assistant County Engineer</td>
<td>Level 2</td>
</tr>
<tr>
<td>Assistant Deputy Tax Assessor</td>
<td>Level 2</td>
</tr>
<tr>
<td>Assistant Director, Fire Services</td>
<td>Level 2</td>
</tr>
<tr>
<td>Assistant Director, Public Safety</td>
<td>Level 2</td>
</tr>
<tr>
<td>Assistant County Fire Marshal</td>
<td>Level 2</td>
</tr>
<tr>
<td>Assistant Manager, Golf Facilities</td>
<td>Level 1</td>
</tr>
<tr>
<td>Assistant Road Supervisor</td>
<td>Level 2</td>
</tr>
<tr>
<td>Assistant to the Chief EMS – Administrative</td>
<td>Level 1</td>
</tr>
<tr>
<td>Assistant to the Chief EMS – Clinical</td>
<td>Level 1</td>
</tr>
<tr>
<td>Assistant to the Chief EMS – Operations</td>
<td>Level 1</td>
</tr>
<tr>
<td>Assistant Veterans Service Officer</td>
<td>Level 1</td>
</tr>
<tr>
<td>Budget Officer</td>
<td>Level 3</td>
</tr>
<tr>
<td>Chief Clerk</td>
<td>Level 2</td>
</tr>
<tr>
<td>Chief Emergency Medical Technician</td>
<td>Level 3</td>
</tr>
<tr>
<td>Chief Registered Environmental Health Specialist</td>
<td>Level 3</td>
</tr>
<tr>
<td>Public Health</td>
<td></td>
</tr>
<tr>
<td>Clerk of the Board</td>
<td>Level 1</td>
</tr>
<tr>
<td>Confidential Assistant</td>
<td>Level 1</td>
</tr>
<tr>
<td>Confidential Assistant – Qualified Purchasing Agent</td>
<td>Level 1</td>
</tr>
<tr>
<td>Deputy Chief Emergency Medical Technician</td>
<td>Level 1</td>
</tr>
<tr>
<td>Deputy Emergency Management Coordinator</td>
<td>Level 2</td>
</tr>
</tbody>
</table>
Deputy Fire Marshal/Instructor Level 1
Director, Public Health Nursing Level 3
Director of Fire Services Level 3
Director of Public Safety Level 3
Division Head Level 3
Environmental Health Coordinator Level 3
Farm Land Inspector Level 1
Fire Marshal Level 1
Fiscal Officer Level 3
Health Officer Level 3
Human Resource Coordinator Level 2
Secretarial Assistant Level 1
Veteran Affairs Service Officer Level 1
<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate, Construction Board of Appeals</td>
<td>$3,867</td>
</tr>
<tr>
<td>Chairman, Construction Board of Appeals</td>
<td>$3,867</td>
</tr>
<tr>
<td>Clerk 1</td>
<td>$23,660 - $79,890</td>
</tr>
<tr>
<td>Clerk 2</td>
<td>$55,100 - $75,100</td>
</tr>
<tr>
<td>Clerk 3</td>
<td>$65,245 - $89,755</td>
</tr>
<tr>
<td>Commissioner Aide</td>
<td>$41,542 - $85,010</td>
</tr>
<tr>
<td>Confidential Assistant</td>
<td>$28,870 - $86,098</td>
</tr>
<tr>
<td>Judge</td>
<td>$10,000 - $70,000</td>
</tr>
<tr>
<td>Medical Director</td>
<td>$50,210 - $94,665</td>
</tr>
<tr>
<td>Member, Construction Board of Appeals</td>
<td>$3,867</td>
</tr>
<tr>
<td>Payroll Supervisor</td>
<td>$55,204 - $92,384</td>
</tr>
<tr>
<td>Personnel Technician</td>
<td>$70,211 - $103,143</td>
</tr>
<tr>
<td>Principal Payroll Clerk</td>
<td>$47,727 - $67,727</td>
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<tr>
<td>Seasonal Employee, hourly</td>
<td>$13.00 – $35.00</td>
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<tr>
<td>Secretary, Construction Board of Appeals</td>
<td>$3,973 - $5,973</td>
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<tr>
<td>Secretary, Planning Board</td>
<td>$5,850 - $7,850</td>
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<tr>
<td>Student Assistant, PT (hourly)</td>
<td>$13.00 - $25.00</td>
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<tr>
<td>Wage and Hour, PT</td>
<td>$25,996 - $45,996</td>
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</table>
# ROW OFFICERS

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk</td>
<td>$155,471</td>
</tr>
<tr>
<td></td>
<td>$ 3,100</td>
</tr>
<tr>
<td>Deputy County Clerk</td>
<td>$118,871*</td>
</tr>
<tr>
<td><em>The annual compensation of the deputy county clerk shall not exceed ¾ of the annual compensation of the county clerk</em></td>
<td></td>
</tr>
<tr>
<td>Chief of Staff</td>
<td>$ 88,282 - $108,282</td>
</tr>
<tr>
<td>Data Processing Programmer</td>
<td>$ 73,000 - $112,801</td>
</tr>
<tr>
<td>Sheriff</td>
<td>$155,471</td>
</tr>
<tr>
<td>Undersheriff</td>
<td>$111,513 - $131,513</td>
</tr>
<tr>
<td>Chief of Sheriff Officers</td>
<td>$ 81,476 - $101,476</td>
</tr>
<tr>
<td>Chief Warrant Officer</td>
<td>$ 80,000 - $100,000</td>
</tr>
<tr>
<td>Investigator, Sheriff</td>
<td>$ 49,479 – $108,058</td>
</tr>
<tr>
<td>Aide</td>
<td>$ 61,763 - $ 81,763</td>
</tr>
<tr>
<td>Warden</td>
<td>$137,701 - $157,701</td>
</tr>
<tr>
<td>Surrogate</td>
<td>$155,471</td>
</tr>
<tr>
<td>Deputy Surrogate</td>
<td>$110,097 - $130,097</td>
</tr>
</tbody>
</table>
BOARD OF ELECTIONS

Chairperson, Board of Elections $15,000
Secretary/Board of Elections $15,000
Commissioner, Board of Elections $10,000
Clerk 1 $22,640 - $52,676

SUPERINTENDENT OF ELECTIONS

Clerk 1 $22,640 - $52,676
Clerk 1 part time $13.00 per hour – $20.00 per hour
Clerk 2 $35,355 - $55,355
Clerk 3 $53,865 - $73,865
Data Processing Programmer $85,232 - $121,557
Director of Election Operations $108,633 - $128,633
Investigator, Board of Elections $42,200 - $94,510
Superintendent of Elections $109,667 - $129,667
## PROSECUTOR'S OFFICE

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Prosecutor</td>
<td>$189,000</td>
</tr>
<tr>
<td>Chief of County Detectives</td>
<td>$161,818 - $181,818</td>
</tr>
<tr>
<td>Chief of Staff</td>
<td>$72,000 - $92,000</td>
</tr>
<tr>
<td>Office Manager</td>
<td>$116,833 - $136,833</td>
</tr>
</tbody>
</table>
RESOLUTION APPOINTING A VICE CHAIRMAN FOR THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS

WHEREAS, on January 1, 2022, the Board of County Commissioners appointed Joseph Conboy as Vice Chairman of the Construction Board of Appeals, effective January 1, 2022 and terminating December 31, 2022; and

WHEREAS, Joseph Conboy retired from the Construction Board of Appeals, effective March 31, 2022; and

WHEREAS, there exists a need to appoint a Vice Chairman for the Gloucester County Construction Board of Appeals.

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

1. JOSEPH HEITMAN is hereby appointed Vice Chairman of the Construction Board of Appeals, effective April 1, 2022 and terminating December 31, 2022, at a salary to be determined by the Board of County Commissioners of the County of Gloucester; and

2. SAID APPOINTMENT is subject to and contingent upon strict compliance by the Appointee will all applicable State and County financial/ethical disclosure laws, rules, regulations, and requirements.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 6, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2022 as follows:

(1) The sum of $2,000.00, which item is now available as a revenue from the State of New Jersey Department of Health, WIC Senior Farmers Market Nutrition Program, to be appropriated under the caption of the State of New Jersey Department of Health WIC Senior Farmers Market Nutrition Program - Other Expenses.

(2) The sum of $177,815.00, which item is now available as a revenue from the State of New Jersey Governors Council on Alcoholism and Drug Abuse, Alliance to Prevent Alcoholism and Drug Abuse Program, to be appropriated under the caption of the State of New Jersey Governors Council on Alcoholism and Drug Abuse Alliance to Prevent Alcoholism and Drug Abuse Program - Other Expenses.

(3) The sum of $25,639.00, which item is now available as a revenue from the State of New Jersey Department of Human Services, FY22 Social Services for the Homeless-State, to be appropriated under the caption of the State of New Jersey Department of Human Services FY22 Social Services for the Homeless-State - Other Expenses.

(4) The sum of $62,770.00, which item is now available as a revenue from the State of New Jersey Department of Children and Families, Human Services Planning Grant, to be appropriated under the caption of the State of New Jersey Department of Children and Families Human Services Planning Grant - Other Expenses.

(5) The sum of $300,000.00, which item is now available as a revenue from the State of New Jersey Department of Children and Families, Child Abuse and Neglect Prevention Grant, to be appropriated under the caption of the State of New Jersey Department of Children and Families Child Abuse and Neglect Prevention Grant - Other Expenses.

(6) The sum of $178,946.00, which item is now available as a revenue from the State of New Jersey Department of Environmental Protection, County Environmental Health Act, to be appropriated under the caption of the State of New Jersey Department of Environmental Protection County Environmental Health Act - Other Expenses.

(7) The sum of $12,971.00, which item is now available as a revenue from the State of New Jersey Department of Labor and Workforce Development, WIOA Data Reporting and Analysis Allocation, to be appropriated under the caption of the State of New Jersey Department of Labor and Workforce Development WIOA Data Reporting and Analysis Allocation - Other Expenses.

(8) The sum of $15,000.00, which item is now available as a revenue from the United States Secret Service, Electronic Crimes Task Force, to be appropriated under the caption of the United States Secret Service Electronic Crimes Task Force - Other Expenses.

(9) The sum of $118,784.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, Insurance Fraud Reimbursement Program, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Insurance Fraud Reimbursement Program - Other Expenses.

(10) The sum of $4,712.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, Body Armor Replacement-Sheriff, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Sheriff - Other Expenses.

(11) The sum of $1,371.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, Body Armor Replacement-Corrections, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement-Corrections - Other Expenses.

(12) The sum of $1,879.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, Body Armor Replacement-Prosecutor, to be appropriated under the caption of the State...
of New Jersey Department of Law and Public Safety Body Armor Replacement-Prosecutor - Other Expenses.

(13) The sum of $6,000,000.00, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety, Distracted Driving Crackdown, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety Distracted Driving Crackdown - Other Expenses.

(14) The sum of $2,000,000.00, which item is now available as a revenue from the State of New Jersey Department of Transportation, Rowan University Fossil Park Entrance, to be appropriated under the caption of the State of New Jersey Department of Transportation Rowan University Fossil Park Entrance - Other Expenses.

(15) The sum of $11,000,000.00, which item is now available as a revenue from the State of New Jersey Department of Transportation, Port of Paulsboro Dredging Project, to be appropriated under the caption of the State of New Jersey Department of Transportation Port of Paulsboro Dredging Project - Other Expenses.

(16) The sum of $7,000,000.00, which item is now available as a revenue from the State of New Jersey Department of Transportation, Port of Paulsboro Roadway Network Safety Project, to be appropriated under the caption of the State of New Jersey Department of Transportation Port of Paulsboro Roadway Network Safety Project - Other Expenses.

(17) The sum of $27,165.00, which item is now available as a revenue from the Emergency Food and Shelter National Board, Emergency Food and Shelter National Board Program, to be appropriated under the caption of the Emergency Food and Shelter National Board Emergency Food and Shelter National Board Program - Other Expenses.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION SUPPORTING THE SECOND AMENDMENT OF
THE UNITED STATES CONSTITUTION

WHEREAS, the United States Constitution was ratified by New Jersey’s Ratification Convention on December 18, 1787; and

WHEREAS, the Bill of Rights or first Ten Amendments to the United States Constitution were adopted in 1791 after determining the desire to prevent misconstruction or abuse of powers that further declaratory and restrictive clauses should be added to extend the ground of public confidence in the Government; and

WHEREAS, the State of New Jersey ratified the Bill of Rights, including the Second Amendment; and

WHEREAS, the Board of County Commissioners of the County of Gloucester desires to express its understanding and support of the Second Amendment; and

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

1. The Board of County Commissioners of the County of Gloucester hereby expresses its support of the Second Amendment of the United States Constitution.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM APRIL 6, 2022 TO COMPLETION OF THE PROJECT FOR $2,578,107.70

WHEREAS, the County of Gloucester has a need for the provision of services regarding resurfacing and safety improvements to the Crosskeys Bypass (CR 689) and Hurffville-Crosskeys Road (CR 654) in the Townships of Monroe and Washington, as set forth in Engineering Specifications 19-14FA; and

WHEREAS, bids were publicly opened on February 10, 2022, and after following proper bid opening and evaluation procedure, it was determined that South State, Inc. of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the most responsive and responsible bidder for the Project for $2,578,107.70; and

WHEREAS, the contract shall be awarded for the period commencing April 6, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $2,578,107.70 pursuant to C.A.F. Number 22-02209, to be charged against budget line item C-04-21-012-165-12270 for $2,531,557.53 and budget line item C-04-20-012-165-12244 for $46,550.17.

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 a contract with South State, Inc. for resurfacing and safety improvements to the Crosskeys Bypass (CR 689) and Hurffville-Crosskeys Road (CR 654) in the Townships of Monroe and Washington, as set forth in Engineering Specifications 19-14FA, commencing April 6, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), for $2,578,107.70.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
## PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**NO.** 22-02209

**ORDER DATE:** 03/08/22  
**REQUISITION NO.:** R2-02027  
**DELIVERY DATE:**  
**STATE CONTRACT:** ENG 19-14FA  
**ACCOUNT NUM:**

---

**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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</thead>
<tbody>
<tr>
<td>1.00</td>
<td>CONSTRUCTION CONTRACT FOR THE RESURFACING &amp; SAFETY IMPROVEMENTS TO THE CROSKEYS BYPASS AND HURFFVILLE CROSKEYS ROAD IN THE TOWNSHIPS OF MONROE &amp; WASHINGTON. PASSED BY RESOLUTION: APRIL 6, 2022</td>
<td>C-04-21-012-165-12270</td>
<td>2,531.557.5300</td>
<td>2,531.557.53</td>
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<tr>
<td>1.00</td>
<td><strong>&quot;TO BE TAKEN IN PARTIALS</strong>' BALANCE</td>
<td>C-04-20-012-165-12244</td>
<td>46,550.1700</td>
<td>46,550.17</td>
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<tr>
<td></td>
<td>COUNTY ROADWAY IMPROVEMENTS</td>
<td>(GC)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** 2,578,107.70

---

**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**
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.

THIS CONTRACT is made effective the 6th day of April, 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 SOUTH STATE, INC., with offices at 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need for the County to contract for services relative to resurfacing and safety improvements to the Crosskeys Bypass (CR 689) and Hurffville-Crosskeys Road (CR 654) in the Townships of Monroe and Washington, as set forth in Engineering Specifications 19-14FA; and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective commencing April 6, 2022 and terminating upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated for estimated units of service as per prices set forth in the bid response, for a total amount of $2,578,107.70.

   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 items delivered 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 supplies delivered and/or furnished under this Contract.
3. **DUTIES OF CONTRACTOR.** The Contractor shall provide services regarding resurfacing and safety improvements to the Crosskeys Bypass (CR 689) and Hurffville-Crosskeys Road (CR 654) in the Townships of Monroe and Washington, as set forth in Engineering Specifications 19-14FA, which are incorporated and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

   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.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract, the Specifications, and Contractor’s bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 6\textsuperscript{th} day of April, 2022.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

---

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

**FRANK J. DIMARCO,**
**DIRECTOR**

**ATTEST:**

**SOUTH STATE, INC.**

---

By: (print name)
Title:
Office of the County Engineer  
County of Gloucester  
Resurfacing and Safety Improvements to the Cross Keys By-Pass, County Route 689, and Hurffville-Crosskeys Road County Route 654, in the Townships of Washington and Monroe.  
Engineering Project #19-14FA  
Bid Date: Thursday, February 10, 2022, 10:00 am  

**SUMMARY OF BIDS**

**SPECIFICATION NO. 19-14FA**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONSTRUCTION LAYOUT</td>
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<td>DOLLAR</td>
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*bidder 1 of 1*  
South State, Inc  
202 Reeves Road  
PO Box 68  
Bridgeton, NJ 08302  
P. 856-451-5300 F. 856-455-3461  
bryan@southstateinc.com  
Chester J. Ottinger, Jr., President
### SUMMARY OF BIDS

**SPECIFICATION NO. 19-14FA**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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## SUMMARY OF BIDS

### SPECIFICATION NO. 19-14FA

<table>
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<th>Item No.</th>
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<th>Unit</th>
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**Total Bid**: $2,578,107.70

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Vincent M. Voltaggio, P.E.
Gloucester County Engineer

2-11-22
Date
RESOLUTION AUTHORIZING A CONTRACT WITH PENNONI ASSOCIATES, INC. FROM APRIL 6, 2022 TO COMPLETION OF THE PROJECT FOR $247,841.56

WHEREAS, the County of Gloucester has a need for professional services regarding construction management and inspection for the 2021 Gloucester County Bridge Rehabilitation Project in various locations throughout the County, known as Engineering Project 21-01; and

WHEREAS, the County requested proposals via RFP-22-029 from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process, and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq., and based on the established criteria, concluded that Pennoni Associates, Inc. of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 made the most advantageous proposals to provide said services for $247,841.56; and

WHEREAS, the contract may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $247,841.56 pursuant to C.A.F. Number 22-02190, to be charged against budget line item C-04-21-016-165-16234.

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 a contract with Pennoni Associates, Inc. for professional services regarding construction management and inspection for the 2021 Gloucester County Bridge Rehabilitation Project in various locations throughout the County, known as Engineering Project 21-01, commencing April 6, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), for $247,841.56.

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 April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**

**NO.** 22-02190

**ORDER DATE:** 03/08/22  
**REQUISITION NO.:** R2-02013  
**DELIVERY DATE:**  
**STATE CONTRACT:** RFP-22-029  
**ACCOUNT NUM.:**  

---

**SALES TAX ID # 21-6000660**

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<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<td>21-01 PROFESSIONAL SERVICES CONSTRUCTION MANAGEMENT &amp; INSPECTION SERVICES FOR THE 2021 LBFN BRIDGE REHAB PROJECT THROUGHOUT GLOUCESTER COUNTY ENGINEERING PROJECT #: 21-01 Passed by Resolution: April 6, 2022 ** ** TO BE TAKEN IN PARTIALS **</td>
<td>C-04-21-016-165-16234 Countywide Bridge Rehabilitation (LBFN)</td>
<td>247,841.5600</td>
<td>247,841.56</td>
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</table>

**CLAIMANT'S CERTIFICATE & DECLARATION**

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

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

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

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

---

**RECEIVER'S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

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

**TREASURER / CFO**  
**DATE**

**QUALIFIED PURCHASING AGENT**  
**DATE**

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.

THIS CONTRACT is effective the 6th day of April, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and PENNONI ASSOCIATES, INC., with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding construction management and inspection services for the 2021 Gloucester County Bridge Rehabilitation at various locations, known as Engineering Project 21-01 (hereinafter “Project”); and

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

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This Contract shall be effective commencing April 6, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total contract amount of $247,841.56, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s proposal dated February 23, 2022 and prices set forth therein, submitted in response to the County’s Request for Proposal, RFP-22-029.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.
Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for professional engineering services regarding construction management and inspection services for the 2021 Gloucester County Bridge Rehabilitation at various locations, known as Engineering Project 21-01, and Contractor’s Proposal dated February 23, 2022, which is incorporated herein by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in RFP-22-023.

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

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

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

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

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.
e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract.
taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-22-029 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-22-029, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 6th day of April, 2022.

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

**ATTEST:**

COUNTY OF GLOUCESTER

Laurie J. Burns,
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

**ATTEST:**

PENNONI ASSOCIATES, INC.

__________________________

By: GEORGE DUNHEIMER, P.E.
Title: V.P., REGIONAL DIRECTOR
February 23, 2022
GCEDX22003

County of Gloucester
Attn: Ms. Kim Larter, Qualified Purchasing Agent
Purchasing Department
Two South Broad Street
Woodbury, NJ 08096

RE: RFP #22-029 | Engineering Project 21-01 | Construction Management & Inspection Services for the 2021 Gloucester County Bridge Rehabilitation Project, Various Locations

Dear Ms. Larter:

The County of Gloucester (County) is seeking to hire a qualified firm to provide professional construction management and inspection services for the Countywide Bridge Rehabilitation Project.

Pennoni has the expertise and experience to successfully administer the construction management and inspection services required by the County. We have established a long track record of successfully completed contracts for providing construction management, inspection, and documentation services for Gloucester County, various municipalities, state DOTs, turnpike commissions, authorities, and other government and private clients.

George Dunheimer, PE, will serve as the Principal-in-Charge for this project. Mr. Dunheimer has more than 30 years of transportation engineering and construction management/inspection experience related to roadway and bridge construction. He is familiar with the County and NDOT design and construction regulations. Michael Aub, PE, will serve as our Project Manager for this contract and has extensive experience providing construction management and inspection services on various Local and State-Aid Improvement projects throughout New Jersey, including Gloucester County. Dimitri Petris, PE, will serve as the Lead Inspector for this project. Mr. Petris has extensive experience as a Lead Inspector for a variety of State-Aid transportation structure and roadway improvement projects.

Pennoni will provide services for this project from our Haddon Heights, NJ office, with support from our other local offices. Pennoni has selected team members who possess specific project experience and understand all responsibilities applicable to fulfill County standards and key project tasks, while representing the best interests of Gloucester County.

Pennoni is committed to providing a high-quality product to the County and looks forward to the opportunity to continue our relationship with Gloucester County. Should you have any questions regarding our proposal, please contact Mr. Dunheimer at 610-422-2498 or gdunheimer@pennoni.com.

Respectfully Submitted,

PENNONI ASSOCIATES INC.

George Dunheimer, PE
Vice President, Regional Director
### OFFICE PERSONNEL

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<tr>
<th>TASK</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Lead Inspector (NICET III)</th>
<th>Structural Engineer</th>
<th>Survey Crew (2 Person)</th>
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### FIELD PERSONNEL (Hours to cover key aspects of construction)

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<td></td>
<td>$72,035.00</td>
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### DIRECT LABOR COSTS

a. Total Direct labor (A+B)

b. Overhead (see note)

- Office Personnel: 138.53% = $31,346.57
- Field Personnel: 138.53% = $99,761.47

Total Overhead:

\[
\text{Total Overhead} = \text{Office Personnel} + \text{Field Personnel} = 138.53\% + 138.53\% = \$131,136.04
\]

\[
\text{Fixed Fee (See Note)} = 16\% \times \text{Total Direct Labor Cost} = 16\% \times \$84,694.00 = \$13,550.96
\]

**TOTAL DIRECT LABOR COST:**

\[
\text{TOTAL DIRECT LABOR COST} = \text{Fixed Fee (See Note)} + \text{Fixed Fee Rating Factors (FFRF)} = \$17,028.92 + 0.6 = \$17,028.92 + 0.6 = \$17,028.92
\]

\[
\text{Fixed Fee Rating Factors (FFRF)} = \Sigma \text{FFRF} = 103 \times 0.8 = 82.4
\]

\[
\text{Fixed Fee Factor (FFF)} = \text{FFRF} \times 0.3 = 82.4 \times 0.3 = 24.72
\]

\[
\text{Total Direct Labor Cost} = \$242,341.56
\]

**FIXED FEE CALCULATION (NJDOT Prop. Manual 18.3):**

**Fixed Fee Rating Criteria (FFRC):**

- Size: Small = 15
- Complexity: Simple = 10
- Duration: Standard = 16
- Risk: Level I = 20

**Fixed Fee Rating Factor (FFRF):**

\[
\text{FFRF} = 103 \times 0.8 = 82.4
\]

\[
\text{Fixed Fee Factor (FFF)} = \text{FFRF} \times 0.3 = 82.4 \times 0.3 = 24.72
\]

**Total Direct Labor Cost:**

\[
\text{Total Direct Labor Cost} = \$242,341.56
\]

\[
\text{Fixed Fee Factor (FFF)} = 18\%
\]
DIRECT EXPENSES:
d. On Site Mileage  $5,000.00

e. Other Expenses $0.00

Total Direct Expenses: $5,000.00

TOTAL CONTRACT AMOUNT: (C+D) $247,841.55

NOTES:

Pennoni Associates Inc.

COMPANY NAME

2/23/2022
DATE
RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH JPC GROUP, INC.

WHEREAS, by Resolution adopted on April 15, 2020 the County of Gloucester (“County”) authorized the award of a contract to JPC Group, Inc. for $4,978,338.00, for services in regard to specified resurfacing and safety improvements to Blackwood-Barnsboro Road (CR 603) and Woodbury-Turnersville Road (CR 621) in the Townships of Deptford and Washington, as set forth in Engineering Specifications 17-02; and

WHEREAS, the County Engineer has recommended Change Order 01-Final to decrease the contract by $200,738.66, due to final as-built quantity adjustment, resulting in a new total contract amount of $4,777,599.34; 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 JPC Group, Inc. by $200,738.66, resulting in a new total contract amount of $4,777,599.34.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 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: JPC Group, Inc,
   228 Blackwood-Barnsboro Rd,
   Blackwood, NJ 08012

2. Description of Project or Contract: Resurfacing and Safety Improvements for
   Blackwood-Barnsboro Road (CR 603) and
   Woodbury-Turnersville Road (CR 621) in the
   Townships of Washington and Deptford.

3. Date of Original Contract: 15-Apr-20

4. P.O. Number: 20-02055

5. Amount of Original Contract: $4,978,338.00

6. Amount of Previously Authorized Change Order: $0.00

   Amount of this Change Order No. 1 (Final
   Decrease): $-200,738.66

7. New Total Amount of Contact
   (Total of Numbers 5, 6 & 7 Above) $4,777,599.34

9. Need or Purpose of this Change Order:
   As-built quantity adjustment/final change order.
   
   This change order requested by [Signature]
   (Department Head) on 3-17-2021
   (Date)

   Accepted by [Signature]
   (Vendor) on 3-17-2021
   (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.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>REDUCTIONS</th>
<th>Quantity (')</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
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**Amount of Original Contract** $4,978,338.00
**Amount of Original Contract + Change Order No. 1** $4,777,599.34

% Change in Contract -4.0322% Decrease

Motion: Approved

Signed:

Vincent M. Voltaggio, P.E.
Gloucester County Engineer

Frank J. DiMarco
Director

Date: 17-3-22

Date: 31-3-22

(Date) (District Engineer) (Local Hwy Design)
RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MARCH 21, 2022 TO MARCH 20, 2023 IN AN AMOUNT NOT TO EXCEED $80,000.00

WHEREAS, the County of Gloucester (hereinafter “County”) has a need for the supply and delivery of certain stone for use by the Public Works Department, as per PD-22-008; and

WHEREAS, after public notice and advertising the County received seal bid responses on February 11, 2022 for each product individually, and awards the contract on that basis for a one-year period from March 21, 2022 to March 20, 2023, with the County having the option to extend the contract for one (1) two-year term or two (2) one-years terms; and

WHEREAS, it was determined that South State Materials, LLC with a mailing address of P.O. Box 68, Bridgeton, NJ 08302, was the sole responsive and responsible bidder to provide the items set forth in its bid response in an amount not to exceed $80,000.00; and

WHEREAS, the services will be provided on an as-needed basis and therefore, the contract is open ended, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to a contract with South State Materials, LLC, for the supply and delivery of certain stone as per PD-22-008, from March 21, 2022 to March 20, 2023, in an amount not to exceed $80,000.00, with the County having an option to extend the contract for one (1) two-year term or two (2) one-year terms; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
PURCHASE CONTRACT
Between
COUNTY OF GLOUCESTER
AND
SOUTH STATE MATERIALS, LLC

THIS PURCHASE CONTRACT is made effective the 6th day of April, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and SOUTH STATE MATERIALS, LLC with an address of P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County seeks the supply and delivery of certain stone for use by the County Public Works Department as set forth in PD-22-008; and

WHEREAS, bid responses were publicly received and opened by the County on February 11, 2022 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from March 21, 2022 to March 20, 2023, with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.

2. **COMPENSATION.** Vendor shall be compensated in a total amount not to exceed $80,000.00 per year.

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

3. **DUTIES OF VENDOR.** The duties of Vendor shall be for the supply and delivery of certain stone for use by the County Department of Public Works, specifically bid items #57 stone, R-3 (3” to 6”), R-4 (6” to 12”), R-5 (9” to 18”) and R-6 (12” to 24”), as set forth in Vendor’s bid response to specifications PD-22-008, which are incorporated herein and made a
part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

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

   B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.

   C. will send a notice to each labor union with which it has a collective bargaining agreement 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. 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. 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 supply the item(s) 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 shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

F. Termination shall not 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 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, 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 as required 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 if an installation of equipment is required, 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. **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 Vendor is an independent contractor 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 and 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 consists of this contract document, the specifications identified as PD-22-008, and bidder’s bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form
of contract and the specifications, and the bid package, then this Contract and the specifications shall prevail.

THIS PURCHASE CONTRACT is made effective this 6th day of April, 2022.

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

ATTEST: 

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK 

FRANK J. DIMARCO, DIRECTOR

SOUTH STATE MATERIALS, LLC

By: CHESTER J. OTTINGER, JR.

Title:
ATTACHMENT A
### Bid Opening 02/11/22 10:00 a.m.

**SPECIFICATIONS FOR SUPPLYING AND DELIVERY OF STONE**

**FOR THE COUNTY OF GLOUCESTER DEPARTMENT OF PUBLIC WORKS AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT**

**PURCHASING SYSTEM NUMBERS CK-01-GC & 160LCP**

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<thead>
<tr>
<th>Product</th>
<th>Estimated Use</th>
<th>Price per Ton</th>
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<tr>
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<td>200 TONS</td>
<td>$34.00</td>
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**RIPRAP STONE**

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<th>Estimated Use</th>
<th>Price per Ton</th>
<th>Price per Ton</th>
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<td>$70.00</td>
<td>$40.25</td>
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Variations: NONE

Will you extend your prices to local governmental entities within the County?

- **NO**
- **YES**

**Bid specifications sent to:**

- Prime Vendor
- Tri-State Landscape Equipment & Supplies
- a Republic
- Green Dream International

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

Sincerely,

Kimberly Larter, QPA
RESOLUTION RESCINDING A PURCHASE FROM HERTICH FLEET SERVICES, INC. FOR $18,947.00

WHEREAS, by Resolution adopted on November 24, 2020 the County authorized the purchase of one 2021 Chevrolet Silverado 1500 Truck, as per the specifications PD-20-056, for $18,974.00; and

WHEREAS, the lowest responsive and responsible bidder, Heritch Fleet Services, Inc. of 1427 Bay Road, Milford, DE 19963, was to provide the truck within 60 to 90 days in accordance with their bid, however to date, Heritch Fleet Services is unable to provide the selected vehicle for another year; and,

WHEREAS, the County Treasurer previously certified the availability of funds pursuant to C.A.F Number 20-08961, which purchase order must now be cancelled.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County hereby rescinds the purchase of one (1) 2021 Chevrolet Silverado 1500 Truck, as per the specifications PD-20-056 from Heritch Fleet Services, and that the County’s Qualified Purchasing Agent is directed to cancel C.A.F. Number 20-08961 for $18,974.00, due to bidder’s inability to deliver the vehicle per agreement.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY
EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE
VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE
DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT,
3RF FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD ST.
WOODBURY, NJ 08096.
THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE
COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN
ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES
OFFERED BELOW.

DESCRIPTION

ONE (1) 2021 OR NEWER CHEVROLET SILVERADO
1500 MODEL CC10903 2WD REG CAB 149" WORK TRUCK

YEAR, MAKE AND MODEL OFFERED: 2021 Chevrolet Silverado 1500 2WD Reg Cab Work Truck

EXCEPTIONS TO SPECIFICATIONS ______ YES __ NO

EXCEPTIONS TO DELIVERY ___ YES ___ NO

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 60 TO 90 DAYS ARO

VARIATIONS: Cannot Guarantee delivery by 1-31-21
SIGNATURE PAGE

SIGNED: [Signature]

COMPANY: Horstich Fleet Services, Inc.

NAME: Michael Wright

(PRINTED OR TYPED)

ADDRESS: 1427 Bay Rd

Middletown, DE 19863

TITLE: Gov't Sales Mgr.

TELE #: 302-698-1825

DATE: 10/30/20

FAX #: 302-839-0555

EMAIL ADDRESS: mwright@horstichfleet.com
SPECIFICATIONS FOR SUPPLYING ONE (1) 2021 OR NEWER CHEVROLET SILVERADO 1500 MODEL CC10903 2WD REG CAB 140" WORK TRUCK (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP

<table>
<thead>
<tr>
<th>VENDOR:</th>
<th>VENDOR:</th>
<th>VENDOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mall Chevrolet, Inc.</td>
<td>Hertrich Fleet Services, Inc.</td>
<td>Gentilini Chevrolet</td>
</tr>
<tr>
<td>75 Haddonfield Road 75 Haddonfield Road 500 John S. Penn Blvd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cherry Hill, NJ 08002 Milford, DE 19963 Woodbine, NJ 08270</td>
<td></td>
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</tr>
<tr>
<td>Richard DiRenzo Michael Wright, Gov't Sales Mgr. Len Polistina</td>
<td></td>
<td></td>
</tr>
<tr>
<td>856-662-7000 x 183 Phone 800-698-9825 609-484-0555 Phone</td>
<td></td>
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<tr>
<td>856-504-0108 302-839-0555 - Fax 856-649-0395</td>
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</table>

**ITEM DESCRIPTION**

| ONE (1) 2021 OR NEWER CHEVROLET SILVERADO 1500 MODEL CC10903 2WD REG CAB 140" WORK TRUCK (OR EQUAL)EXPRESS 2500 | $20,100.00 | $19,947.00 | $19,986.00 |

| EXCEPTIONS TO SPECIFICATIONS | NO | NO | NO |

| EXCEPTIONS TO DELIVERY | YES | YES | YES |

**MAKE AND MODEL OFFERED:**

| 2021 Chevrolet Silverado CC10903 | 2021 Chevrolet Silverado 1500 2WD Reg Cab Work Truck | 2021 Chevy 1500 Reg Cab 4x2 |

| DELIVERY DATE | 90-120 Days | 60 to 90 DAYS ARO | 6/15/2021 |

| VARIATIONS | NONE | Cannot guarantee delivery by 1/31/21 | NONE |

| Will you extend your prices to local government entities within the County | YES | YES | YES |

| Bid specifications sent to: | Bayer Fleet | Bidnet | Prime Vendor |

Based upon the bids received, I recommend Hertrich Fleet Services, Inc., be awarded the contract as the lowest, responsive, responsible bidder.

Sincerely,

Kimberly Larter, Qualified Purchasing Agent
RESOLUTION AUTHORIZING MODIFICATION 01 TO FEDERAL AID COST REIMBURSEMENT AGREEMENT NO. 21-DT-BLA-847 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY $177,710.33

WHEREAS, the County of Gloucester adopted a Resolution on November 3, 2021 authorizing Federal Aid Cost Reimbursement Agreement No. 21-DT-BLA-847 with the New Jersey Department of Transportation; and

WHEREAS, said Agreement provided a grant of federal funds in the amount of $2,480,939.84, for reimbursement of costs regarding resurfacing and safety improvements to the Cross Keys By-Pass (CR 689) between State Highway 42 and Jenna Way, and to Hurffville Crosskeys Road (CR 654) between Bells Lake Road and Tuckahoe Road (CR 555) in the Townships of Washington and Monroe, known as Engineering Project 19-14FA and Federal Project Number STP-DOOS(515); and

WHEREAS, a modification to the Agreement is necessary to increase funding by $177,710.33, resulting in the new total amount of $2,658,650.17.

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 Agreement Modification 01 to Federal Aid Cost Reimbursement Agreement No. 21-DT-BLA-847 with the New Jersey Department of Transportation to increase the funding by $177,710.33, resulting in a new total amount of $2,658,650.17.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID & ECONOMIC DEVELOPMENT
TRENTON, NEW JERSEY

AGREEMENT MODIFICATION

Contract ID: 22-70033

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-DOOS(515) DATE March 28, 2022

PROJECT 21-GC-FED-Cross Keys Bypass(CR689)/Hurffville-Cross Keys Rd(CR654)

LOCATION Washington & Monroe Twps., Gloucester County

SPONSOR Gloucester County

AGREEMENT DATE 1/26/2022 AGREEMENT NO. 21-DT-BLA-847

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

3.1 The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of $2,480,939.84 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

CHANGE TO:

3.1 The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of $2,658,650.17 for the period of performance ("Project Fund"). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

| Original Agreement Amount      | $2,480,939.84 |
| Modified Agreement Amount (Mod. No. 1) | $2,658,650.17 |
| This Modification Amount (No. 1) | $177,710.33  |
| Present Agreement Total Amt.   | $2,480,939.84 |
| Original Agreement Completion Date | 7/1/2023 |
| Revised Agreement Completion Date | 7/1/2023 |

Accepted

(Frank J. DiMarco, Commissioner Director) Date

Recommended

(Taimur Shamali, Project Management Specialist 1 District 4, Local Aid) Date

Certification of Funds

CERTIFICATION OF FUNDS

Director of Accounting and External Auditing Date

FOR PROGRAM USE ONLY:

Document No. ________________________________
Registration No. ____________________________

Certification Acceptance Projects

This Mod. is approved for Federal participation

Director, Local Aid & Economic Development Date
RESOLUTION AUTHORIZING THE EXECUTION OF TWO (2) HUD 7015.15 FORMS
AND OTHER RELATED DOCUMENTS FOR THE GLOUCESTER COUNTY
COMMUNITY DEVELOPMENT BLOCK PROGRAM AND HOME PROGRAM

WHEREAS, the County of Gloucester through the Department of Economic Development, Office of Housing and Community Development, manages and coordinates the implementation of certain Department of Housing and Urban Development (HUD) programs to benefit county residents including the Community Development Block Program (CDBG) and HOME Program funds; and

WHEREAS, the County will continue the administration of its Countywide Owner-Occupied Housing Rehabilitation Program to rehabilitate homes owned by low-moderate income households which meet eligibility requirements using CDBG and HOME funds, per the 2021 HOME Annual Action Plan and 2021 CDBG Annual Action Plan; and

WHEREAS, in accordance with federal regulations specific forms must be executed prior to HUD evaluating the request for release of funding for these projects as well as all other HUD requirements being met.

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 any and all documents including the two (2) HUD 7015.15 forms (Request for Release of Funds and Certification) related to the activities in the 2021 HOME Annual Action Plan and 2021 CDBG Annual Action Plan.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 6, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
Request for Release of Funds and Certification

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)
   2021 CDBG Annual Action Plan

2. HUD/State Identification Number
   B-21-UC-34-0109

3. Recipient Identification Number (optional)
   

4. OMB Catalog Number(s)
   

5. Name and address of responsible entity
   County of Gloucester
   1480 Tanyard Road
   Deptford, NJ 08066

6. For information about this request, contact (name & phone number)
   Christina Velazquez, Program Development Specialist (856-307-6664)

8. HUD or State Agency and office unit to receive request
   Newark Area Office
   US Dept. of Housing and Urban Dev.
   One Newark Cen. 1085 Raymond Blvd., 13th Fl.
   Newark, NJ 07102-5260

7. Name and address of recipient (if different than responsible entity)

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity/ies/Project Name(s)
   2021 Housing Rehabilitation

10. Location (Street address, city, county, State)
    Various locations throughout the County of Gloucester, NJ

11. Program Activity/Project Description

Project title: 2021 Housing Rehabilitation
Nature of Project: This is a PY 2021-2024 project, anticipated to begin in April 2021 and run through December 2024, where the County of Gloucester will provide PY 2021 CDBG funding of $154,277, for loans for necessary home repairs to income-eligible homeowners. Work to include removal of code violations, improvement to energy efficiency and removal of architectural barriers to accessibility. Funding includes project delivery costs. Total estimated project cost for PYs 2021-2024: $1,364,456 (CDBG and HOME). Actual annual amount will be identified in each Annual Action Plan. Est. Project Cost for PY 2021: $341,114 (17 units, averaging $20,066 per unit): $154,277 CDBG
Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.

2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.

3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.

4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☑ did not ☐ require the preparation and dissemination of an environmental impact statement.

5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.

6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

<table>
<thead>
<tr>
<th>Signature of Certifying Officer of the Responsible Entity</th>
<th>Title of Certifying Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Director, Board of Commissioners</td>
</tr>
</tbody>
</table>

Date signed
April 11, 2022

Address of Certifying Officer
County of Gloucester, 1480 Tanyard Road, Deptford, NJ 08096

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

<table>
<thead>
<tr>
<th>Signature of Authorized Officer of the Recipient</th>
<th>Title of Authorized Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete form HUD-7015.15 (1/99)
# Request for Release of Funds and Certification

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

<table>
<thead>
<tr>
<th>1. Program Title(s)</th>
<th>2. HUD/State Identification Number</th>
<th>3. Recipient Identification Number (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 HOME Annual Action Plan</td>
<td>M-21-DC-34-0215</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. OMB Catalog Number(s)</th>
<th>5. Name and address of responsible entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County of Gloucester</td>
</tr>
<tr>
<td></td>
<td>1480 Tanyak Road</td>
</tr>
<tr>
<td></td>
<td>Deptford, NJ 08096</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. For information about this request, contact (name &amp; phone number)</th>
<th>7. Name and address of recipient (if different than responsible entity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christina Velazquez, Program Development Specialist (856-307-6664)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. HUD or State Agency and office unit to receive request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newark Area Office</td>
</tr>
<tr>
<td>US Dept. of Housing and Urban Dev.</td>
</tr>
<tr>
<td>One Newark Cen. 1085 Raymond Blvd., 13th Fl.</td>
</tr>
<tr>
<td>Newark, NJ 07102-5260</td>
</tr>
</tbody>
</table>

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

<table>
<thead>
<tr>
<th>9. Program Activity(ies)/Project Name(s)</th>
<th>10. Location (Street address, city, county, State)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Housing Rehabilitation</td>
<td>Various locations throughout the County of Gloucester, NJ</td>
</tr>
</tbody>
</table>

### Project Activity/Project Description

**Project title:** 2021 Housing Rehabilitation  
**Nature of Project:** This is a PY 2021-2024 project, anticipated to begin in April 2021 and run through December 2024, where the County of Gloucester will provide PY 2021 HOME funding of $186,837, for loans for necessary home repairs to income-eligible homeowners. Work to include removal of code violations, improvement to energy efficiency and removal of architectural barriers to accessibility. Funding includes project delivery costs. Total estimated project cost for PYs 2021-2024: $1,364,456 (CDBG and HOME). Actual annual amount will be identified in each Annual Action Plan.  
**Est. Project Cost for PY 2021:** $341,114 (17 units, averaging $20,066 per unit): $186,837 HOME
Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.

2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.

3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.

4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☑ did not ☐ require the preparation and dissemination of an environmental impact statement.

5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.

6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.

7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

<table>
<thead>
<tr>
<th>Signature of Certifying Officer of the Responsible Entity</th>
<th>Title of Certifying Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Director, Board of Commissioners</td>
</tr>
</tbody>
</table>

Date signed: April 11, 2022

Address of Certifying Officer

County of Gloucester, 1480 Tanyard Road, Deptford, NJ 08096

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

<table>
<thead>
<tr>
<th>Signature of Authorized Officer of the Recipient</th>
<th>Title of Authorized Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

Date signed: [Blank]

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete
RESOLUTION AUTHORIZING THE APPROVAL AND ADOPTION OF THE 2022 GLOUCESTER COUNTY, NEW JERSEY HAZARD MITIGATION PLAN UPDATE

WHEREAS, all jurisdictions within Gloucester County have exposure to hazards that increase the risk to life, property, environment, and the County and local economy and pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, on August 17, 2016 the Board of County Commissioners of the County of Gloucester adopted an updated and revised Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs and in response to the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), which requires local governmental agencies to develop and update their Hazard Mitigation Plan (“HMP”) every five years, this plan serves as the 2022 update to the 2016 Gloucester County HMP; and

WHEREAS, a coalition of Gloucester County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Gloucester County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, it is a requirement for any jurisdiction in the State that would seek to apply for Pre and/or Post Disaster Mitigation Funding available through the State and/or FEMA. Additionally, all municipalities within the County have participated in the update process and will present the HMP to the respective council/committee.

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

1) The Board of County Commissioners adopts in its entirety, the 2022 Gloucester County Hazard Mitigation Plan Update (the “Plan”) as the jurisdiction’s Hazard Mitigation Plan and resolves to execute the actions identified in the Plan that pertain to this jurisdiction; and
2) The Board of County Commissioners will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified and coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
3) The Board of County Commissioners will continue its support of the Mitigation Planning Committee as described within the Plan, help to promote and support the mitigation successes of all participants in this Plan, and incorporate mitigation planning as an integral component of government and partner operations.
4) The Board of County Commissioners will provide an update of the Plan in conjunction with the County no less than every five years.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 6, 2022 at Woodbury, New Jersey.

ATTEST:    COUNTY OF GLOUCESTER

LAURIE J. BURNS,                        FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FFY22 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM FROM THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF STATE POLICE, OFFICE OF EMERGENCY MANAGEMENT FROM SEPTEMBER 30, 2022 TO SEPTEMBER 29, 2023 FOR $41,650.00

WHEREAS, the Gloucester County Office of Emergency Management prepared a FFY22 Hazardous Materials Emergency Preparedness Grant Program application in accordance with the State and Federal Laws and Regulations applicable to the State of New Jersey, Department of Law & Public Safety, Division of New Jersey State Police; and

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

WHEREAS, the Gloucester County Office of Emergency Response has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of County Commissioners that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Board of County Commissioners acknowledges that the amount of County grant funds to be requested is $41,650.00, from September 30, 2022 to September 29, 2023; and

WHEREAS, the Board of County Commissioners of the County of Gloucester authorize Dennis McNulty, Director of Emergency Response to execute any and all documents related to the FFY22 Hazardous Materials Emergency Preparedness Grant Program.

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

1. The Board of County Commissioners of the County of Gloucester hereby authorizes the grant application with the Department of Law & Public Safety, Division of New Jersey State Police, requesting funds for the FFY22 Hazardous Materials Emergency Preparedness Grant Program, in the total amount of $41,650.00, from September 30, 2022 to September 29, 2023; and

2. The Board of County Commissioners of the County of Gloucester hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required; and

3. The Board of County Commissioners of the County of Gloucester hereby authorize Dennis McNulty, Director of Emergency Response to execute any and all documents related to the FFY22 Hazardous Materials Emergency Preparedness Grant Program.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

ATTEST: COUNT OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

FRANK J. DIMARCO, DIRECTOR
GRANT REQUEST FORM

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

DATE: 3/25/22

1. TYPE OF GRANT
   _____ NEW GRANT
   _____ Renewal/continuation-previous yr. budget number-197

2. GRANT TITLE: FFY22 Hazardous Materials Emergency Preparedness Planning and Training Grant Program

3. GRANT TERM: FROM: ___9/30/22____ TO: ___9/29/23____

4. COUNTY DEPARTMENT: Emergency Response

5. DEPT. CONTRACT PERSON & PHONE NO. Janeen Brown – 856-589-6688

6. NAME OF FUNDING AGENCY: NJ Dept. of Law and Public Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This program provides Federal funding that would be used to conduct Hazardous Materials preparedness training classes that would assist Gloucester County First Responders in developing, improving, and carrying out emergency plans.

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

   NAME
   ___________________________
   ___________________________
   ___________________________
   ___________________________
   ___________________________

   AMOUNT
   ___________________________
   ___________________________
   ___________________________
   ___________________________
   ___________________________

9. TOTAL SALARY CHARGED TO GRANT $________

10. INDIRECT COST (IC) RATE %

11. IC CHARGED TO GRANT: $
12. FRINGE BENEFIT RATE CHARGED TO GRANT:

13. DATE APPLICATION DUE TO GRANTOR

14. FINANCIAL: REQUESTED MANDATED

<table>
<thead>
<tr>
<th></th>
<th>Requested</th>
<th>MANDATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT FUNDS</td>
<td>$41,650.00</td>
<td></td>
</tr>
<tr>
<td>CASH MATCH</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>IN-KIND MATCH</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

(Attached Documentation)

TOTAL PROGRAM BUDGET $41,650.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?

   ___X___ YES      ___ NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

   ___X___ YES      ___ NO

DEPT. HEAD: __________________________
             Signature

DATE:

********************************************************************
DEPARTMENTAL USE ONLY
********************************************************************

DATE RECEIVED BY GRANTS DIVISION:

DATE RECEIVED BY BUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. __________________________
   Signature

2. __________________________
   Signature
20930 – Education & Training – $41,650

Hazmat classes with a training vendor named Federal Resources
FY22 HMEP Training/Planning Sub-award Project Narrative

Include Agency Background and Mission; Problem Statement/Needs Assessment/Adaptability; Goals, Objectives and Action Strategy; Planning, Management Structure and Background; Performance Measures/Evaluation. If agency received prior funding under the HMEP Grant Program, please describe activities completed. Use as many pages as necessary to describe your proposal in detail.

The Gloucester County Hazardous materials Response Unit (GCHMRU) is the lead agency for all hazardous materials response in Gloucester County. Gloucester County's hazardous materials potential is significant and varied; from transportation over our railroads, highways, and waterways to fixed facilities. It is the ongoing mission of the Gloucester County Hazardous Materials Response Unit to respond to all hazardous materials incidents in a safe professional manner, mitigating the hazard while minimizing the loss of life or property. Providing trained first responders is the overall goal of the HMEP grant, which goes hand-in-hand with the program's intentions.

The constant evolution in the hazardous materials spectrum requires a highly trained and technically proficient work force. The Gloucester County Hazardous Materials Response Unit has been in a nineteen (19) year partnership with different local, county, and state assets who coordinate and work together to respond to all incidents regardless of size or scope. Further agreements with the various partners in and around Gloucester County truly make a regional approach to any hazardous materials response. The Gloucester County Hazardous Materials Response Unit also has relationship with the Gloucester County SWAT and Mobile Deployment Team (MDT) as well as the Camden County Hazardous Materials Unit. The project manager for this program is Elliot Davis who is constantly looking for ways to improve the skills and training for the Gloucester County Hazardous Materials Response Unit. The Gloucester County Emergency Response Center Clayton Complex will be the main training site for these training sessions to occur due to the availability of a state of the art Emergency Operations Center (EOC) and training facility for the Gloucester County EMS academy. The Gloucester County Fire Academy in Clarksboro, NJ will serve as a back-up training site if the Clayton Complex is unavailable.

It is the mission of the GCHMRU to continue to provide high caliber training to our regional response teams as they are ensuring the safety of the public. The HMEP grant has the potential to provide technician and specialist level trainings for our responders that is vital to providing the level of expertise need during incidents of this nature.
FY22 HMEP Training/Planning Sub-award Applicant Information

Official Name of Applicant Agency: Gloucester County Office of Emergency Response

Type of Agency: _____ State  XX County  _____ Municipality  _____ Nonprofit

Address: 1200 N. Delsea Dr.

City/State: Clavton  Zip Code: 08312  County: Gloucester

Implementing Agency (if different than applicant) N/A

Federal ID Number: 216000660

Agency DUNS Number: 957362247

Is Applicant Agency registered with the System for Award Management (SAM)?  XX Yes  No

If no, please explain N/A

Name of Project: GC Hazardous Materials Response Unit Training Project

Type of Application: XX New  Continuation  CFDA # 20.703

Name of Project Contact: Elliot Davis

Address (if different from above): 70 Hunter St. Woodbury, NJ 08096

Telephone Number: 856-381-7107 (cell) or 856-384-4605 (office)

Fax Number: 856-384-4653  Email Address: edavis@co.gloucester.nj.us

Congressional District: 1st and 2nd

Areas affected by the Project (Statewide, county, city): Statewide and County

Proposed Project start and end dates: 9/30/22 through 9/30/23

Resolution attached, Date to be submitted 3/24/22

Name of Chief Financial Officer: Tracey Giordano  Telephone: 856-853-3351

Name/Title of Authorized Representative: Dennis McNulty, Director

Signature of Authorized Representative: [Signature]
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
OFFICE OF EMERGENCY MANAGEMENT
FY22 HMEP GRANT PROGRAM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Sub-recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 1200, Non-Procurement Suspension and

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 49 CFR Part 20, for persons entering into a grant or cooperative agreement over $100,000, as defined by 28 CFR Part 20, the State must include the language of the certification below in the award documents for all sub-awards at all tiers (including sub-awards, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The sub-recipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a
APPLICATION AUTHORIZATION

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Division of State Police for the following subaward project:

FFY22 Hazardous Materials Emergency Preparedness Sub-award Program

at an estimated project total of $41,650.00, which includes $41,650.00 in federal funding

and $0 cash or in-kind match.

Dennis McNulty, Director
(Print Name and Title)

Gloucester County Office of Emergency Response
(Name of Unit of Government)

(Signature of Authorized Official)
(Date)
FY22 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) TRAINING/PLANNING SUBAWARD APPLICATION

CFDA 20.703

All Assurances and Certifications (listed on the Subaward Application Checklist) that require signatures are attached at the end of the Subaward Application forms.
FY22 Hazardous Materials Emergency Preparedness (HMEP) Training/Planning Subaward Application Overview

Name of Applicant Agency: Gloucester County Office of Emergency Response
Title of Proposal: GC Hazardous Materials Response Unit Training Project
Proposal Abstract (limit 100 words or less):

The primary objective of this grant is to improve the overall performance of the Gloucester County Hazardous Materials Response Unit (GCHMRU) by delivering high caliber training programs. These programs will be focused on technical skills required to function at any hazardous materials incident. The Gloucester County Emergency Response Center Clayton Complex will be the main location for all training. The Gloucester County Fire Academy in Clarksboro, NJ will serve as a back-up training site if the Clayton Complex is unavailable.

**Beginner Training:**
- Propane IQ
- Biotech IQ
  - 1 Delivery

**Intermediate Training:**
- Technician Air Monitoring
- CBRNE Response IQ
  - 1 Delivery

**Advanced Training:**
- Advanced IQ
- Air Monitoring for Flammable Liquids and Gases
  - 1 Delivery
FY22 HMEP Training/Planning Sub-award Applicant Information

Official Name of Applicant Agency: **Gloucester County Office of Emergency Response**

Type of Agency: State ___ County XX ___ Municipality ___ Nonprofit ___

Address: **1200 N. Delsea Dr.**

City/State: Clayton ________ Zip Code: 08312 ________ County: Gloucester ________

Implementing Agency (if different than applicant) ________ N/A ________

Federal ID Number: 216000660

Agency DUNS Number: 957362247

Is Applicant Agency registered with the System for Award Management (SAM)? XX Yes ___ No ___
If no, please explain ________ N/A ________

Name of Project: **GC Hazardous Materials Response Unit Training Project**

Type of Application: XX New ___ Continuation ___ CFDA # 20.703 ________

Name of Project Contact: Elliot Davis

Address (if different from above): 70 Hunter St. Woodbury, NJ 08096

Telephone Number: 856-381-7107 (cell) or 856-384-4605 (office)

Fax Number: 856-384-4653 ________ Email Address: edavis@co.gloucester.nj.us

Congressional District: 1st and 2nd ________

Areas affected by the Project (Statewide, county, city): Statewide and County ________

Proposed Project start and end dates: 9/30/22 through 9/29/23 ________

Resolution ___ attached, Date to be submitted 3/24/22 ________

Name of Chief Financial Officer: Tracey Giordano ________ Telephone: 856-853-3351

Name/Title of Authorized Representative: Dennis McNulty, Director ________

Signature of Authorized Representative: [Signature] ________
FY22 HMEP Training/Planning Sub-award Project Narrative

Include Agency Background and Mission; Problem Statement/Needs Assessment/Adaptability; Goals, Objectives and Action Strategy; Planning, Management Structure and Background; Performance Measures/Evaluation. If agency received prior funding under the HMEP Grant Program, please describe activities completed. Use as many pages as necessary to describe your proposal in detail.

The Gloucester County Hazardous materials Response Unit (GCHMRU) is the lead agency for all hazardous materials response in Gloucester County. Gloucester County’s hazardous materials potential is significant and varied; from transportation over our railroads, highways, and waterways to fixed facilities. It is the ongoing mission of the Gloucester County Hazardous Materials Response Unit to respond to all hazardous materials incidents in a safe professional manner, mitigating the hazard while minimizing the loss of life or property. Providing trained first responders is the overall goal of the HMEP grant, which goes hand-in-hand with the program’s intentions.

The constant evolution in the hazardous materials spectrum requires a highly trained and technically proficient work force. The Gloucester County Hazardous Materials Response Unit has been in a nineteen (19) year partnership with different local, county, and state assets who coordinate and work together to respond to all incidents regardless of size or scope. Further agreements with the various partners in and around Gloucester County truly make a regional approach to any hazardous materials response. The Gloucester County Hazardous Materials Response Unit also has relationship with the Gloucester County SWAT and Mobile Deployment Team (MDT) as well as the Camden County Hazardous Materials Unit. The project manager for this program is Elliot Davis who is constantly looking for ways to improve the skills and training for the Gloucester County Hazardous Materials Response Unit. The Gloucester County Emergency Response Center Clayton Complex will be the main training site for these training sessions to occur due to the availability of a state of the art Emergency Operations Center (EOC) and training facility for the Gloucester County EMS academy. The Gloucester County Fire Academy in Clarksboro, NJ will serve as a back-up training site if the Clayton Complex is unavailable.

It is the mission of the GCHMRU to continue to provide high caliber training to our regional response teams as they are ensuring the safety of the public. The HMEP grant has the potential to provide technician and specialist level trainings for our responders that is vital to providing the level of expertise need during incidents of this nature.
### FY22 HMEP Training/Planning Sub-award Project Work Plan.

**Project Name:** GC Hazardous Materials Response Unit Training Project

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activity</th>
<th>Person Responsible</th>
<th>Project Start and Completion Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide high-level first responder training for the Gloucester County Hazardous Materials Response Unit</td>
<td>Federal Resources — Beginner, intermediate, and advanced training courses</td>
<td>Elliot Davis</td>
<td>9/30/22 through 9/29/23</td>
</tr>
</tbody>
</table>
The Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided. Any category of expense not applicable to the project should be marked N/A.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Annual salary</th>
<th>% of time on project</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non - Applicable</td>
<td></td>
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</tr>
</tbody>
</table>

Sub-Total: XXXXX

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman’s Compensation, and Unemployment Compensation.

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Fringe Benefit Rate</th>
<th>% of time on project</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Applicable</td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

Sub-Total: XXXXX
C. **Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc.) in the Budget Narrative, show the basis of computation. For example, 6 people for 5 day-training at $X airfare; $X lodging, $X per diem. (Airfare - 6 x $value per person = $. Hotel - 6 x $ rate per night x number of nights = $. Per diem - 6 x $ per diem = $.) In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, applicant or Federal Travel Regulations. Registration fees for conferences and training should be listed under the "Other" category.

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th># person(s)</th>
<th># nights/days</th>
<th>Hotel</th>
<th>Airfare</th>
<th>Per Diem</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**Total: XXXXX**

D. **Equipment** - List non-expendable items with a value of over $5,000 that are to be purchased. *(Note: Organization=s own capitalization policy for classification of equipment should be used. Expendable items, including equipment valued under $5,000, should be included in the ASupplies@ category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the AContractual@ category. Explain in the Budget Narrative how the equipment is necessary for the success of the project. Include a description of the procurement method to be used.)*

<table>
<thead>
<tr>
<th>Item</th>
<th># of Units</th>
<th>Cost per Unit</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
E. **Supplies** - List items by type (equipment valued under $5,000, office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<table>
<thead>
<tr>
<th>Item</th>
<th># of Units</th>
<th>Cost per Unit</th>
<th>Federal amount requested</th>
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</thead>
<tbody>
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</tbody>
</table>

**Total: XXXXX**

F. **Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category.
<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** XXXXX

**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions in the Budget Narrative is used.

**Consultant Fee:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on project.

<table>
<thead>
<tr>
<th>Name of Consultant</th>
<th>Service to be provided</th>
<th>Hourly or daily fee</th>
<th>Time on project</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Resources</td>
<td>Propane IQ</td>
<td></td>
<td>1 Delivery</td>
<td>$11,900.00</td>
</tr>
<tr>
<td>Federal Resources</td>
<td>Biotech IQ</td>
<td></td>
<td>1 Delivery</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>Federal Resources</td>
<td>Technician Air Monitoring</td>
<td></td>
<td>1 Delivery</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>Federal Resources</td>
<td>CBRNE Response IQ</td>
<td></td>
<td>1 Delivery</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>Federal Resources</td>
<td>Advanced IQ</td>
<td></td>
<td>1 Delivery</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>Federal Resources</td>
<td>Air Monitoring for Flammable Liquids and Gases</td>
<td>1 Delivery</td>
<td>$5,950.00</td>
<td></td>
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<tr>
<td>-------------------</td>
<td>-----------------------------------------------</td>
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</tbody>
</table>

Subtotal: $41,150.00

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (travel, meals, lodging, etc.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
<th>Cost per unit</th>
<th># of units</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Subtotal: XXXXX

**Contracts:** Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification for sole source contracts in excess of $100,000 must be provided in the Budget Narrative.

<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor</th>
<th>Service to be provided</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
Subtotal: XXXXX

Consultants/Contracts Total: XXXXX

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per unit (define unit)</th>
<th># of units</th>
<th>Federal amount requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total: XXXXX
I. Indirect Costs – Reference the Indirect Cost Rate Fact Sheet for details on computation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Computation</th>
<th>Cost</th>
</tr>
</thead>
</table>

Total: XXXXX

**FY22 HMEP Training/Planning Sub-award Budget Summary** - When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds if applicable.
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount Requested</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td></td>
<td></td>
<td>Non - Applicable</td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td></td>
<td></td>
<td>Non - Applicable</td>
</tr>
<tr>
<td>C. Travel</td>
<td></td>
<td></td>
<td>Non - Applicable</td>
</tr>
<tr>
<td>D. Equipment</td>
<td></td>
<td></td>
<td>Non - Applicable</td>
</tr>
<tr>
<td>E. Supplies</td>
<td></td>
<td></td>
<td>Non - Applicable</td>
</tr>
<tr>
<td>F. Construction</td>
<td></td>
<td></td>
<td>Non - Applicable</td>
</tr>
<tr>
<td>G. Consultants/Contracts</td>
<td>$41,650.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$41,650.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Indirect Costs</td>
<td>$41,650.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Project Costs</td>
<td>$41,650.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FY22 HMEP Training/Planning Sub-award Budget Narrative

Provide a detailed narrative for the use of federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Use as many pages as necessary to justify the budget requested.

All funds notes in Section G will be used to pay the direct costs to the consultants (Federal Resources) who will provide the requested training.
Federal Resources Minimum Order is $250

**NAME**
Elliot Davis

**COMPANY**
Gloucester County HAZMAT

**SHIP TO ADDRESS**
1200 N. Delsea Dr
Bldg. B
Clayton, NJ, 08312

**BILL TO ADDRESS**
1200 N. Delsea Dr
Bldg. B
Clayton, NJ, 08312

**CONTRACT VEHICLE**

**TAX ID #**
52-2133636

**SALES PERSON**
Cara Vaughn

**DUNS #**
60-664-7801

**CAGE CODE**
1Q329

**EMAIL**
cara.vaughn@federalresources.com

**TERMS**
Net 30

**QUOTE VALID**
10/31/2022

**FOB**

**DELIVERY ARO**
0 Days

<table>
<thead>
<tr>
<th>Line</th>
<th>GSA Sale?</th>
<th>Part Number</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Of Measure</th>
<th>Unit Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No</td>
<td>HIQ-AD-1</td>
<td>HazMatIQ AdvancedIQ Training. FFP. Up to 30 students.</td>
<td>1.00</td>
<td>EA</td>
<td>$5,950.00</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>2</td>
<td>No</td>
<td>HIQ-AM-1</td>
<td>HazMatIQ Air Monitoring Training. 8-hour. FFP. Up to 30 students.</td>
<td>1.00</td>
<td>EA</td>
<td>$5,950.00</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>3</td>
<td>No</td>
<td>FR-343-BIO</td>
<td>BioTechIQ Training. 1-day. FFP. Up to 30 students. Includes hands-on training.</td>
<td>1.00</td>
<td>EA</td>
<td>$5,950.00</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>4</td>
<td>No</td>
<td>FR-CBRNE-IQ</td>
<td>Federal Resources HazMatIQ CBRNE ResponseIQ. 1-day. FFP. Up to 30 students.</td>
<td>1.00</td>
<td>EA</td>
<td>$5,950.00</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>5</td>
<td>No</td>
<td>HIQ-AM-FL-1</td>
<td>HazMatIQ Air Monitoring for Flammable Liquids &amp; Gases Training. 8-hour. FFP. Up to 30 students.</td>
<td>1.00</td>
<td>EA</td>
<td>$5,950.00</td>
<td>$5,950.00</td>
</tr>
<tr>
<td>6</td>
<td>No</td>
<td>HIQ-PROP-1</td>
<td>HazMatIQ PropaneIQ Training. 16-Hour. FFP. Up to 30 students.</td>
<td>1.00</td>
<td>EA</td>
<td>$11,900.00</td>
<td>$11,900.00</td>
</tr>
</tbody>
</table>

Subtotal: $41,650.00
Sales Tax: 0.00% $0.00
Freight: $0.00
Contract Fees: 0.00% $0.00
Total: $41,650.00

PLEASE REFERENCE THE QUOTE NUMBER WHEN ORDERING
THANK YOU FOR YOUR BUSINESS

View FR Products Terms and Conditions Here
View FR Services Terms and Conditions Here
Acceptance of the quote assumes acceptance of the linked terms and conditions.
ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-618), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Services Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

---

**SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL**

**TITLE**

Director

**APPLICANT ORGANIZATION**

Gloucester County Office of Emergency Response

**DATE SUBMITTED**

March 21, 2022
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
OFFICE OF EMERGENCY MANAGEMENT
FY22 HMEP GRANT PROGRAM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 1200, Non-Procurement Suspension and

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 49 CFR Part 20, for persons entering into a grant or cooperative agreement over $100,000, as defined by 28 CFR Part 20, the State must include the language of the certification below in the award documents for all sub-awards at all tiers (including sub-awards, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The sub-recipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a
Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-awards, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Certification Regarding a Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988 (41 USC 8102 et seq.), and implemented at 49 CFR Part 32

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an on-going drug-free awareness program to inform employees about
   i. The dangers of drug abuse in the workplace;
   ii. The grantee’s policy of maintaining a drug-free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
conviction. Employers or convicted employees must provide notice, including position title, to:

Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approve for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place of Performance for the site(s) for the work done in connection with the specific grant.
(Street address, city, county, State, zip code).
Gloucester County Emergency Response Center Clayton Complex
1200 N. Delsea Dr., Clayton, NJ 08312

Gloucester County Fire Academy (Backup Site)
200 Shady Lane Rd., Clarksboro, NJ 08020

Certification

As the duly authorized representative of the Sub-recipient, I hereby certify that the Sub-recipient will comply with the above-referenced requirements in accordance with the FY2022 Hazardous Materials Emergency Preparedness Grant Program.

Gloucester County Office of Emergency Response
Sub-recipient Agency

[Signature]
Signature of Authorized Official

Dennis McNulty
Printed Name of Authorized Official

Sub-award Number

[Signature]
Director

Title of Authorized Official

[Signature]
Date

March 28, 2022
DEPARTMENT OF LAW & PUBLIC SAFETY DEBARMENT AND SUSPENSION CERTIFICATION

Applicant/Subrecipient: Gloucester County Office of Emergency Response

DUNS Number: 957362247

Federal funds cannot be awarded to entities that are excluded or disqualified from participating in federal contracts or grants. The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all subrecipients certify that they are not excluded from receiving federal funds. Please have an Authorized Official, Project Director, or designee complete this certification and return it with your completed application package. Packages received without a completed certification will be considered incomplete.

Proof of eligibility for federal funds must be attached. You may access and search your agency through the Federal System For Award Management (SAM) website at: https://www.sam.gov/

The prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funds by any federal department or agency.

Printed Name of Authorized Official, Project Director or designee: Dennis McNulty

Title: Director

Signature: [Signature]

Date: April 22, 2021
# GLOUCESTER, COUNTY OF

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**Purpose of Registration**
Federal Assistance Awards Only

**Physical Address**
70 Hunter
Woodbury, New Jersey 08096-4606
United States

**Mailing Address**
P.O. Box 337
Woodbury, New Jersey 08096-7337
United States

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**Executive Compensation**
Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**
Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

**Exclusion Summary**
Active Exclusions Records?
No

**SAM Search Authority**
I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

**Entity Types**

**Organization Factors**
Socio-Economic Types

Check the registrant's Reps & Corts, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Government Types
- **U.S. Local Government**
- **County**

### Financial Information
- **Accepts Credit Card Payments**
  - No
- **Debt Subject To Offset**
  - No
- **EFT Indicator**
  - 0000
- **CAGE Code**
  - 49RZ4

### Principal Contact
**Electronic Business**
- Mike Burke
  - P.O. Box 337
  - Woodbury, New Jersey 08096
  - United States
- GEORGE HAYES
  - P.O. Box 337
  - Woodbury, New Jersey 08096
  - United States

### Government Business
- **EILEEN GALLO**
  - 115 Budd BLVD
  - West Deptford, New Jersey 08096
  - United States
- **BILLIE JO SCOTT**
  - P.O. Box 623
  - Woodbury, New Jersey 08096
  - United States

### Past Performance
- **Charles D Murtaugh**
  - 1200 North Delsea Drive
  - Clayton, New Jersey 08312
  - United States

### NAICS Codes

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**This entity does not appear in the disaster response registry.**
Note: Due to formatting restrictions in the FAC database, the text input into Part III, Item 5 (Text of the Audit Findings) and Part IV (Text of the Corrective Action Plan) may not convey the full meaning of the audit finding or CAP. Users should refer to the reporting package to view the text as it was intended.

You have selected 12 items for download. If an electronic audit does not exist then no audit download link is available.

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1. The date that the most recent version of an accepted and valid audit report submission was made publicly available by the FAC on this website. Federal awarding agencies and pass-through entities, when issuing management decisions, should use "MDL Start Date" as the date of acceptance of the audit report by the FAC (2 CFR 200.521(d)).

2. The original date an audit report was submitted to the FAC that passed FAC screening and was accepted as a valid report submission. This is the date that auditees, auditors, and others should use to determine whether an audit report was submitted on time.

Selected Audit Reports: Download Audits:

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If you need assistance, please contact the Federal Audit Clearinghouse (FAC) via e-mail or call 888-306-3773.

Version: 1.5.1.3
The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The (Title of Recipient) (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Pipeline and Hazardous Materials Safety Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, " for which the Recipient receives
Federal financial assistance from DOT, including the Pipeline and Hazardous Materials Safety Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted (Name of Appropriate Program):

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all (Name of Appropriate Program) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The (Title of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties.
a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, [Name of the recipient] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Pipeline and Hazardous Materials Safety Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Pipeline and Hazardous Materials Safety Administration. You must keep records, reports, and submit the material for review upon request to Pipeline and Hazardous Materials Safety Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Name of Recipient] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the (Name of Appropriate Program). This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Pipeline and Hazardous Materials Safety Administration. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Dennis McNulty
(Name of Recipient)

by

(Signature of Authorized Official)

DATED March 22, 2022
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Pipeline and Hazardous Materials Safety Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. [Include Modal Operating Administration specific program requirements.]

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. [Include Modal Operating Administration specific program requirements.]

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. [Include Modal Operating Administration specific program requirements.]

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Pipeline and Hazardous Materials Safety Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Pipeline and Hazardous Materials Safety Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Pipeline and Hazardous Materials Safety Administration* may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *Pipeline and Hazardous Materials Safety Administration* may direct as a means of enforcing such provisions including sanctions for
noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program), and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [1] and*) (2) that the (Title of Recipient) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX D CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED

UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, (Title of Recipient) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will there upon revert to and vest in and become the absolute property of (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
RESOLUTION AUTHORIZING A STATE AREA PLAN GRANT AGREEMENT
WITH VISITING ANGELS FROM APRIL 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 recommended awarding a contract using State Area Plan Grant funds, and any local match or client donations, for the following:

- Grant Agreement 071 - Visiting Angels, for Personal Care services, in an amount not to exceed $70,100.00 (Grant funds -SSGB: $56,0000.00; Local Match: $14,000.00; Client donation: $100.00).

WHEREAS, the contract shall be effective from April 1, 2022 to December 31, 2022, contingent upon Area Plan Grant funding from the NJ Division of Aging Services for 2022, and is therefore open-ended which does not obligate the County to obtain any service; thereby, no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to Area Plan Grant Agreement 071 with Visiting Angels for personal care services to be provided on behalf of the County’s Senior population from April 1, 2022 to December 31, 2022.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 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: 071 DATE: 4/1/2022

APPROPRIATION CODE: ____________________________________________

PROJECT: PERSONAL CARE SERVICE

GRANTEE: VISITING ANGELS
397 Bridgeton Pike
Mantua, NJ 08051

GRANT AGREEMENT PAGES 1 THROUGH 17
INDEX

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:

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; Reporting; Monitoring; and Subcontract Requirements
COUNTY OF GLOUCESTER
BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT

DEFINITIONS:

PROJECT/PROGRAM: PERSONAL CARE SERVICE

ACT: Title III of the Older Americans Act, as amended

Authorized Appropriation:

Account Title: Area Plan Contract

Account Code: ______________

THIS AGREEMENT is entered into this 1st day of April, 2022, by and between:

Board of County Commissioners
of the County of Gloucester
C/o County Administration Building
2 South Broad Street
Woodbury, NJ 08096 hereinafter referred to as “COUNTY”,

AND

Visiting Angels
397 Bridgeton Pike
Mantua, NJ 08051 hereinafter referred to as “GRANTEE”.

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall commence as of April 1, 2022 and shall terminate no later than December 31, 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 hereinabove.
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 set forth in this Agreement. The Grantee shall expend the Project funds in accordance with the approved budget as set forth in Attachment "B".

   Except as shall be more specifically limited on Attachment "B", the amounts expended for the each of the Program activity listed on Attachment “B” may not exceed the approved limit without prior written approval by 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 set forth in Attachment “C”. As mandated by the New Jersey Division on Aging, 10% of the total contracted 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 Grantee shall be considered a release in full of all claims against the County arising out of, or by reason of, the work completed and materials furnished under this Agreement.

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.

8. **Reports and Submissions.** Including NAPIS And SAMS reporting, the Grantee shall submit such reports relating to the activities and the finances of the Project as shall be required by the County. The required reports shall be in the form specified on Attachment “C”. The Grantee shall submit a final report within ten (10) days after the end of the contract period.

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 provided. 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 conduct 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 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 Agreement and until completion and final acceptance of the work, Visiting Angels 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 (Numbered 18 to 22):

18. **Regulations.** 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. **Signage.** 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 the NJ Department of Human Services, Division of Aging Services.

20. **Indemnification.** During the performance of this Agreement, the Grantee agrees as follows:

   The Grantee 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 Agreement 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 Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantor'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. **Available Funding.** This Agreement, 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 from April 1, 2022 to December 31, 2022.
ASSURANCES.

The Grantee agrees in the performance of this Agreement 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 Agreement. Failure to comply with such laws, rules or regulations shall be grounds for termination of this Agreement. The performance of services pursuant to this Agreement 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 a Member 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", in accordance with its instructions.

Licensure Requirement.

All services provided under this Agreement must meet any existing State and local licensure requirements for the provision of said services.

Preference for Those with Greatest Economic Need.

All service providers under this Agreement must give preference to those with the 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 (section 1321.39) each older person must be given a free and voluntary opportunity to contribute to the service being provided, and thereafter afforded privacy with respect to said contribution. All contributions must be accounted for and must be used by the service provider for the expansion of the service.

By accepting this Grant Agreement, the Grantee acknowledges the receipt of updated Client Grievance and Client Donations Policies and Procedures, as an attachment within the 2022 RFP, to provide services through the 2022 Area Plan Contract ("APC"). The undersigned agrees to be bound within this Agreement to follow all provisions of these policies and procedures, as set forth with regards to any and all APC 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.
ATTACHMENT I

LIVING WAGE AGREEMENT

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, 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 to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality of 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 $13.00; currently $19.50 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 $22.72 per hour.

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 from 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.
ATTACHMENT "A"

SCOPE OF SERVICES

For 2022, the Grantee shall provide the services in accordance with the requirements and/or representations set forth in the County’s RFP.

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 two (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 may include:

- 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 Grantee 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 populations.
All clients will be from the frail or disabled target population mainly referred by doctors, hospitals or other medical sources.

The Grantee shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Grantee's denial of services, or with the quality of services furnished by Grantee, with an adequate opportunity to resolve the grievance. Grantee 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.
ATTACHMENT "A"

SCOPE OF SERVICES (CONT'D.)

GRANTEE: 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 TAXONOMY: 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: $70,100.00

UNITS OF SERVICE: 2,124 (unit= hour)

CLIENT COUNT: 38

UNIT COST: $33.02
### COUNTY OF GLOUCESTER
### BOARD OF COUNTY COMMISSIONERS
Grant Agreement Number 071

**ATTACHMENT "B"**

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**COST**

**LESS:**
- Client Income: 100.
- Grantee Match: 14,100.

**NET BUDGETED COST**

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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 ¼ of the total Grant portion under this Agreement. All payments are to be made on a reimbursement basis, pursuant to the availability of State and Federal grant funds.

THIS AGREEMENT IS BEING ISSUED WITH THE FOLLOWING STIPULATIONS:

The total amount of this Grant Agreement 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 (5) 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 (1) documented formal monitoring visit each year for programmatic evaluation and one (1) for fiscal accountability.

Meetings.

There will be four (4) 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 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.

**Subcontract Requirements:**

By accepting an Area Plan Contract (APC) Grant award, the provider 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 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 it 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 Area Agency on Aging (hereinafter “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 non-governmental entity shall disclose to the State Division of Aging Services (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 National Aging Program Information System (hereinafter “NAPIS”) registered services, the following shall apply:
(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, I-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.
The Parties hereo acknowledge that this Grant Agreement numbered 071 consists of 17 pages numbered consequently.

IN WITNESS WHEREOF, the GRANTOR and the GRANTEE have executed this Grant Agreement as of the date first above written.

GRANTOR: GLOUCESTER COUNTY BOARD  
OF COUNTY COMMISSIONERS

BY: ________________________________
Name: Frank J. DiMarco
Title: Director
Date: ______________________________

ATTEST: ____________________________
Laurie J. Burns,
Clerk of the Board

GRANTEE: VISITING ANGELS
397 Bridgeton Pike
Mantua, NJ 08051

BY: ________________________________
Name: ____________________________ (print)
Title: ______________________________
Date: ______________________________
RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH QUADIENT, INC. VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT NOT TO EXCEED $135,000.00

WHEREAS, by Resolution adopted on January 19, 2022 the County of Gloucester authorized the purchase of postage and relative supplies from Quadient, Inc. via State Contract Number A41267, from February 1, 2022 to January 31, 2023, in an amount not to exceed $100,000.00; and

WHEREAS, additional postage supplies are needed which include a mailer and sorting machine, which will necessitate increasing the purchase amount previously authorized in an amount not to exceed $35,000.00, resulting in a new total amount not to exceed $135,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase amount shall be increased in an amount not to exceed $35,000.00 for additional postage supplies needed by the County Division of Social Services from Quadient, Inc., via State Contract Number A41267, resulting in a new total purchase amount not to exceed $135,000.00 through January 31, 2023; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE PHASE 39 EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FROM NOVEMBER 1, 2021 TO APRIL 30, 2023 FOR $27,165.00

WHEREAS, the Emergency Food and Shelter National Board has allotted $149,303.00 to the Gloucester County jurisdiction for the Phase 39 Emergency Food and Shelter Program (“EFSP”); and

WHEREAS, the Local Emergency Food and Shelter Board, through the Gloucester County Human Services Advisory Council has notified the County of the award of $27,165.00 of this amount to the Division of Social Services, who will use the funds to purchase food cards to distribute to County residents who come to the Division in need of emergency food during the term of the Program from November 1, 2021 to April 30, 2023.

WHEREAS, the County Division of Social Services has reviewed all data supplied in the application for the EFSP and certifies to the Board of County Commissioners of the County of Gloucester that all data contained therein is true and correct, and that the County Treasurer has reviewed and approved said application.

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 any documents necessary for the Phase 39 Emergency Food and Shelter Program for the term November 1, 2021 to April 30, 2023 for $27,165.00

BE IT FURTHER RESOLVED that the Board of County Commissioners of the County of Gloucester hereby confirms that the funds received will be used pursuant to the terms set forth by the granting authority, and that the County Division of Social Services shall be responsible for implementation of the funding terms.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: March 17, 2022

1. TYPE OF GRANT
   x NEW GRANT    ___RENEWAL

2. GRANT TITLE: Emergency Food and Shelter National Board Program

3. GRANT TERM: FROM: ___11-1-2021_______ TO: ___4-30-2023_______

4. DATE APPLICATION DUE TO GRANTOR: March 17, 2022

5. CFDA NUMBER: ____________________

6. STATE GRANT NUMBER: 97,024

7. COUNTY DEPARTMENT: Gloucester County Division of Social Services

8. DEPT. CONTRACT PERSON & PHONE NO. Jim Sinclair 856-256-2270

9. NAME OF FUNDING AGENCY: Emergency Food and Shelter National Board, United Way

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The National Food and Shelter Board has allotted $149,303.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded $27,165.00 of this to the Gloucester County Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? yes

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $_____

14. FINANCIAL: REQUESTED MANDATED
   
   GRANT FUNDS $27,165.00
   
   CASH MATCH $_____
   
   IN-KIND MATCH $_____

   (Attach Documentation)
TOTAL PROGRAM BUDGET $27,165.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

   TOTAL SALARY & WAGES (a): $ _____________
   TOTAL OTHER EXPENSES (b): $ _____________
   TOTAL FRINGE (c): $ _________________
   TOTAL PROGRAM COST (d): $ _______________
   TOTAL GRANT FUNDING (e): $ _____________
   TOTAL COUNTY FUNDING (f): $ _____________

DEPT. HEAD: ____________________________
             Shane Stevenson

DATE: 3-17-2022

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF
THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER’S
OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT
AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.
BUDGET AMENDMENT FORM

DATE: March 17, 2022

1. GRANT TITLE: Emergency Food and Shelter National Board Program

2. DEPARTMENT: Gloucester County Division of Social Services

3. FUNDING AGENCY CONTACT PERSON: Jim Sinclair, Administrator

4. FUNDING AGENCY PHONE NUMBER: 856-256-2270

5. GRANT AMOUNT: $27,165.00

6. A. CASH MATCH AMOUNT: $ __________________

   (Attach mandated documentation)

   B. IN-KIND MATCH: $ __________________

   C. MODIFICATION AMOUNT: $ __________________

   D. NEW TOTAL: $27,165.00

8. CONTRACT PERIOD: FROM: 11-1-2021 TO: 4-30-2023

9. HOW DOES COUNTY RECEIVE PAYMENT?:

   MONTHLY: __________________
   QUARTERLY: ______________
   END OF CONTRACT: __________
   ADVANCE: __________________
   OTHER (EXPLAIN): x __________

When the National Emergency Food and Shelter Program approves the application/recommendation from the Local Board, the first half of the money is deposited into the account. After the second request form is completed, the second half of the money is then deposited into the account.

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO __
    ARE THEY MONTHLY _ QUARTERLY __ END OF CONTRACT x __

    LIST DATES REPORTS ARE DUE:

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

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

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: ____________________________

   The National Food and Shelter Board has allotted $149,303.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded $27,165.00 of this to the Gloucester County Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

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

   DEPARTMENT HEAD: ________________________________
   Shane Stevenson

   DATE: 3-17-22

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

☐ COMMITMENT LETTER
☐ SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
☐ BUDGET PAGE C-2 WITH EXPLANATIONS

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

20430-Food: $27,165.00

Form C-2

Department Code 345
Submission Date

Department: Division of Social Services Revision Date
# Local Board Plan Details

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<th>Other Shelter</th>
<th>Supplies / Equipment</th>
<th>Rehabilitation</th>
<th>Rent / Mortgage</th>
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Your jurisdiction has been selected to receive an award under Phase 39 of the Emergency Food and Shelter Program (EFSP) based upon the available statistics. Congress has appropriated $130,000,000 to supplement and expand emergency food and shelter programs. Your jurisdiction's award is based upon your jurisdiction's total number of unemployed as compared to the total number of unemployed in all qualifying jurisdictions. Your I.D.#, award amount and maximum administrative allowance are indicated below:

Gloucester County
ID# : 39-5976-00
Total Award : $149,303.00
Amount available FROM ABOVE for administrative allowance : $2,986.00

The award to the EFSP of $130,000,000 for Phase 39 (Fiscal Year 2021) is an increase from the funding level received in Phase 38 (Fiscal Year 2020). Please remember that EFSP funding is appropriated annually and the program can receive level funding, be increased or be decreased each year. Your jurisdiction's award is directly related to the average number of unemployed individuals for the time period used for Phase 39 (December 2020 – November 2021). Your Congressional Representatives have been notified of this award.

Phase 39 Local Board Plan materials, including instructions in the EFSP Website Guide for completing and submitting the plan electronically, can be found on the website, esf.unditedway.org. You will need to access the information by using your login credentials that were provided to all Local Board members and LROs. If you have forgotten your login information, go to the website and click on forgot password. After providing the email that is registered with EFSP, the password will be sent to you. If you did not receive your login information, please contact National Board staff at esf@unditedway.org.

If they have not already done so, your Local Board should immediately begin your processes including the advertisement of funds, application process and decision-making process. Please remember that your jurisdiction’s Final Reports for Phases 37, 38 and CARES must be received along with spreadsheets and documentation for LROs, if requested, before funds for Phase 39 can be released. Agencies that participated in EFSP in past phases and have outstanding compliance exceptions in any phase, including phases 37, 38 and CARES, must resolve them before funds can be released. Payments cannot be made to agencies with outstanding compliance exceptions.

Local Boards must ensure that agencies selected for funding meet the requirements on the Local Recipient Organization (LRO) Certification Form and should ensure that all selected LROs have signed the Phase 39 LRO Certification and/or Fiscal Agent/Fiscal Conduit form prior to the submission of the Local Board Plan. LROs must submit the LRO Certification and/or Fiscal Agent/Fiscal Conduit forms to the National Board. In addition, in selecting agencies for funding, Local Boards should ensure that agencies selected have the capacity to either charge back or expend Phase 39 funding during the jurisdiction’s selected spending period. Agencies selected must be able to completely and accurately obtain, retain and submit (if requested) the required expenditure documentation with their Final Reports and required spreadsheets. Please refer to the Recommendation Letter for LROs with outstanding compliance problems or that have previously returned funds.

In keeping with the emergency nature of this award, the award materials include a due date for the Local Board Plan to be received by the National Board. Jurisdictions that do not submit their Local Board Plans by the specified due date risk losing the funds.

Please contact the National Board staff at esf@unditedway.org or (703) 706-9660 if you have any questions or need assistance in preparing your plan.
RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDING FROM THE FY2022 YOUTH INCENTIVE PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023

WHEREAS, Gloucester County Department of Health and Human Services, Division of Human and Special Services seeks to submit a grant application with the New Jersey Department of Children and Families, Division of Children’s System of Care for the FY2022 Youth Incentive Program Grant for funds to be used for administrative and clerical support for the County Inter-Agency Council for Children, which provides services to youths with special emotional needs who are at-risk of out of home placement; and

WHEREAS, the grant is for $38,442.00 from July 1, 2022 to June 30, 2023 and the County understands the grant award will be subject to the conditions and regulations issued by the granting authority for the administration of the grant.

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 hereby authorized to attest to the grant application and resulting grant agreement (Contract No.23OEHR) with the New Jersey Department of Children and Families, Division of Children’s System of Care for the FY2022 Youth Incentive Program Grant; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners of the County of Gloucester hereby confirms that the grant funds shall be used for the purposes set forth in the application and pursuant to the terms of the grant, that it will comply with all applicable regulations of the granting authority as may be required, and that the County Division of Human and Special Services shall be responsible for the grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 6, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Frank J. Dimarco, Director
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: March 22, 2021

1. TYPE OF GRANT
   _____ NEW GRANT    _____ RENEWAL

2. GRANT TITLE: Youth Incentive Program commonly referred to as the Gloucester County Children’s Inter-Agency Coordinating Council

3. GRANT TERM: FROM: 7/1/2022 TO: 6/30/2023

4. DATE APPLICATION DUE TO GRANTOR: 4/19/2022

5. CFDA NUMBER: ________________________________

6. STATE GRANT NUMBER: 23OEHR

7. COUNTY DEPARTMENT: Health & Human Services

8. DEPT. CONTRACT PERSON & PHONE NO. Michelle Pandolfo 384-6871

9. NAME OF FUNDING AGENCY: NJ Dept Children & Families, Division of Children’s System of Care

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding to support the local lead coordinating system partner of the Children’s System of Care, that serves all youth, ages 0 to 21, residing in the State of New Jersey, who have needs related to behavioral or mental health, intellectual or developmental disability, and/or substance use disorders.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE _0_ %

13. IC CHARGED TO GRANT: $ 0

14. FINANCIAL: REQUESTED MANDATED

   GRANT FUNDS $ 38,442.00

   CASH MATCH $ ______________

   IN-KIND MATCH $ ______________ (Attach Documentation)
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 38,442.00

TOTAL OTHER EXPENSES (b): $ 0

TOTAL FRINGE (c): $ 0

TOTAL PROGRAM COST (d): $ 38,442.00

TOTAL GRANT FUNDING (e): $ 38,442.00

TOTAL COUNTY FUNDING (f): $ 0

DEPT. HEAD: Signature

DATE: 3/23/2022

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAANTEES.
BUDGET AMENDMENT FORM

DATE: March 22, 2022

1. GRANT TITLE: YOUTH INCENTIVE PROGRAM (23OEHR)

2. DEPARTMENT: Health & Human Services, Div. of Human & Special Services

3. FUNDING AGENCY CONTACT PERSON: Jarrett Quick

4. FUNDING AGENCY PHONE NUMBER: 908-899-1118

5. GRANT AMOUNT: $38,442.00

6. A. CASH MATCH AMOUNT: $_________________________ (Attach mandated documentation)
   B. IN-KIND MATCH: $_______________________________
   C. MODIFICATION AMOUNT: $_______________________
   D. NEW TOTAL: $______________________________

8. CONTRACT PERIOD: FROM: 7/1/22 TO: 6/30/23

9. HOW DOES COUNTY RECEIVE PAYMENT?:
   MONTHLY: ________________________________
   QUARTERLY: x _____________________________
   END OF CONTRACT: ________________________
   ADVANCE: ________________________________
   OTHER (EXPLAIN): _________________________

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO ___
    ARE THEY MONTHLY ____ QUARTERLY ___x END OF CONTRACT

    LIST DATES REPORTS ARE DUE:__________________________
    end of month following 10/1, 1/1, 4/1, 7/1
11. WILL THIS GRANT HAVE ANY SUB-GRAnteES? YES _____ NO ___ X  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP’S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES ___ X ____ NO_____
EXPLAIN: This is a grant renewal supporting administration and clerical support to the Gloucester County Children’s Inter-Agency Coordinating Council.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: This grant with the New Jersey Department of Children and Families, Division of Children’s System of Care, for the Youth Incentive Program is for funds to be used for administrative and clerical support for the Gloucester County Children’s Inter-Agency Coordinating Council which is the local lead coordinating system partner of the Children’s System of Care, that serves all youth, ages 0 to 21, residing in the State of New Jersey, who have needs related to behavioral or mental health, intellectual or developmental disability, and/or substance use disorders. Grant period is 7/1/22 to 6/30/23.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
   YES_______ NO ___ X ___

   DEPARTMENT HEAD: ___________________________  Signature

   DATE: 3/22/22

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
   □ COMMITMENT LETTER
   □ SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
   □ BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED
23OEHR Grant Review

**Department:** Health & Human Services  
**Grant Title:** Youth Incentive Program | Gloucester County Children's Inter-Agency Coordinating Council | 23OEHR

### Salary and Wages Detail

List all Employees within the program, insert more lines if necessary. Highlighted cells are formulas and should not be changed.

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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Employee Title</td>
<td>$ 58.09%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Employee Title</td>
<td>$ 58.09%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Employee Title</td>
<td>$ 58.09%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Employee Title</td>
<td>$ 58.09%</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Total: $38,442

### Fringe

Update the fringe rate if necessary. 2021 Fringe is 58.09% for PERS.

### Other Expenses

<table>
<thead>
<tr>
<th>Account Line Item #</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total OE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Line Item #</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Account Line Item #</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Account Line Item #</td>
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<tr>
<td>Account Line Item #</td>
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<td>Account Line Item #</td>
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<td>Account Line Item #</td>
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</tr>
<tr>
<td>Account Line Item #</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Account Line Item #</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Total: $ - $ - $ -

### Total Program Cost

- **Grant:** $38,442
- **County:** $22,331
- **Total:** $60,773

### Grant Funding History

<table>
<thead>
<tr>
<th></th>
<th>21OEHR *18 months</th>
<th>20OEHR</th>
<th>19OEHR</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/11-06/30/22</td>
<td>$ 57,663.00</td>
<td>$ 38,442.00</td>
<td>$ 38,442.00</td>
</tr>
<tr>
<td>01/01/20-12/31/20</td>
<td>$ 38,442.00</td>
<td>$ 38,442.00</td>
<td>$ 38,442.00</td>
</tr>
<tr>
<td>01/01/19-12/31/19</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

S&W, Fringe

<table>
<thead>
<tr>
<th>OE</th>
<th>21OEHR</th>
<th>20OEHR</th>
<th>19OEHR</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 57,663.00</td>
<td>$ 38,442.00</td>
<td>$ 38,442.00</td>
<td>$ -</td>
</tr>
<tr>
<td>$ 38,442.00</td>
<td>$ 38,442.00</td>
<td>$ 38,442.00</td>
<td>$ -</td>
</tr>
<tr>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
2021 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

2022 Budget

Human Services Planning Grant

101  Salaries & Wages
     Period 07/01/22 to 06/30/23 $38,442.00
March 16, 2022

Michelle Pandolfo  
County of Gloucester  
115 Budd Boulevard  
West Deptford, NJ 08095  

Contract #: 23OEHR  
Contract Term: 7/1/22-6/30/23  
Contract Ceiling: $38,442  

Dear Ms. Pandolfo:

The Department of Children and Families (DCF), Children’s System of Care (CSOC) is pleased to inform you of its intent to renew the contract between your agency and CSOC which is due to expire on June 30, 2022. A breakdown of your renewal funding is listed below:

<table>
<thead>
<tr>
<th>Agency Program Type</th>
<th>CSOC Program Name</th>
<th>Funding Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIACC</td>
<td>CIACC</td>
<td>$38,442</td>
</tr>
</tbody>
</table>

To avoid delays in the renewal process, please submit all items listed on the CSOC Required Documents Checklist. If a checklist item is not applicable, a signed/dated justification note should be submitted in its place. Funding cannot be released until all contract documents are submitted and executed.

Renewal package due date: April 19, 2022   Email to: Jarrett.Quick@def.nj.gov

As you are aware, DCF receives its funding through the Annual Appropriation Act. Because DCF is sending out your renewal package prior to the start of the new state fiscal year, DCF’s ability to execute the contract is subject to the sufficiency of funds, as noted in section 5.12 of the DCF Standard Language Document.

Thank you for your continued commitment to the children and families of New Jersey. Any questions regarding this communication may be directed to me at 908.899.1118 or by email: Jarrett.Quick@def.nj.gov.

Sincerely,

[Signature]
Jarrett Quick  
Contract Administrator
### Schedule of Estimated Claims
Third Party Contract Summary Report - Page 1 of 2

**Provider:** Gloucester County  
**Division:** CSOC  
**Contract:** 23OEHR  
**Dates:** 7/1/22 to 6/30/23

<table>
<thead>
<tr>
<th>Account and CFDA Information</th>
<th>Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>1620-013 YOUTH IN -ST AID GRTS</td>
<td>$38,442.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$38,442.00</strong></td>
</tr>
</tbody>
</table>

**Contract Characteristics**

- Reporting Requirements:
  - None
  - Monthly
  - Quarterly
  - Other

- Advance Payments:
  - None
  - Monthly

- Type of Contract:
  - Cost Related
  - Non-Cost Related

- Reimbursement Type:
  - Periodic Reported Expenditures
  - Installments
  - Provisional
  - Fixed Rate

---

**Authorized Provider Signature**  
**Date**

**Contract Supervisor Signature**  
**Date**

SEC-ver 04/29/21
### Schedule of Estimated Claims

#### Third Party Contract Summary Report - Page 2 of 2

**Provider:** Gloucester County  
**Division:** CSOC  
**Contract:** 230EHR  
**Dates:** 7/1/22 to 6/30/23

<table>
<thead>
<tr>
<th>Original Contract Ceiling</th>
<th>$38,442.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Modifications</strong></td>
<td></td>
</tr>
<tr>
<td>Mod 1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 2</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 3</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 4</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 5</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 6</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 7</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 8</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 9</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mod 10</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Contract Ceiling</strong></td>
<td>$38,442.00</td>
</tr>
<tr>
<td><strong>Total Match Amount</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Amended Contract Ceiling</strong></td>
<td>$38,442.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payments by Month *</th>
<th></th>
<th>Payments by State Fiscal Year *</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 July</td>
<td>$3,203.00</td>
<td>2023 1620-013 $38,442.00</td>
</tr>
<tr>
<td>2022 August</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2022 September</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2022 October</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2022 November</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2022 December</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2023 January</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2023 February</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2023 March</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2023 April</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2023 May</td>
<td>$3,203.00</td>
<td></td>
</tr>
<tr>
<td>2023 June</td>
<td>$3,209.00</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$38,442.00</td>
<td></td>
</tr>
</tbody>
</table>

* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.
<table>
<thead>
<tr>
<th>Type of Funding</th>
<th>Month</th>
<th>YY</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter</td>
<td>July</td>
<td>22</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>August</td>
<td>22</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>September</td>
<td>22</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>October</td>
<td>22</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>November</td>
<td>22</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>December</td>
<td>22</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>January</td>
<td>23</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>February</td>
<td>23</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>March</td>
<td>23</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>April</td>
<td>23</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>May</td>
<td>23</td>
<td>$3,203.00</td>
</tr>
<tr>
<td></td>
<td>June</td>
<td>23</td>
<td>$3,205.00</td>
</tr>
</tbody>
</table>

Total: $38,442.00

---

**NOTES:**

Component Match Percentage: 0.00%
Component Match Amount: $0.00
Original Component Ceiling: $38,442.00
Modifications to Component Ceiling: $0.00
Total Component Ceiling: $38,442.00

| Mod 1 | $0.00 |
| Mod 2 | $0.00 |
| Mod 3 | $0.00 |
| Mod 4 | $0.00 |
| Mod 5 | $0.00 |
| Mod 6 | $0.00 |
| Mod 7 | $0.00 |
| Mod 8 | $0.00 |
| Mod 9 | $0.00 |
| Mod 10| $0.00 |
### Contract Year 23 - Annual Renewal

You are receiving this checklist to guide you in your submission of the documents required to renew your contract or to comply with your obligation to submit updated documents and reports while the contract is in effect. Compile documents on the below checklist that correspond to the Action item of “Submit”. If the Action column indicates a document is to be submitted, then the provider must submit that document or a signed/dated note on agency letterhead explaining the reason for not needing to submit it. When submitting your contract package electronically, each document shall be named individually according to the naming convention as outlined in the Naming Convention column.

**Websites:**
- Department of Children and Families: https://www.nj.gov/dcf/providers/contracting/forms/
- Division of Purchase & Property: https://www.nj.gov/treasury/purchase/forms.shtml
- https://www.nj.gov/dcf/providers/contracting/forms/csoc.html

**Naming Convention:**
- Agency Name Contract ID Document Name (Date Form Expires or is Signed YYYY-MM-DD)

<table>
<thead>
<tr>
<th>Action</th>
<th>Comment</th>
<th>Updated Contract Documents Required</th>
<th>Revision Date</th>
<th>Naming Convention</th>
<th>Submit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit</td>
<td>1</td>
<td>Standard Language Document (SLD)</td>
<td>7/2/2019</td>
<td>SLD</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>for Individual Provider Agreement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>or Department Agreement with another</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>State Entity - Sign and date as the provider</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc">https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>2</td>
<td>Business Associate Agreement/HIPAA</td>
<td>8/1/2019</td>
<td>HIPAA</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Sign and date as the Business Associate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.doc">https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.doc</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>Section 2.4 not required for ODH</td>
<td>Annex A - Sections 1.3 Core Agency Personnel and 2.4 Program Personnel (if changes to those personnel occurred since you last submitted these sections for each program, Subject to these personnel updates, the full content of all sections of the last approved Annex A continues to be applicable to the renewed contract.)</td>
<td>1. At Renewal</td>
<td>2. If Amended</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Contract Administrators will provide any Annex A forms customized for particular programs when they are not available on the DCF public website.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/AnnexA.doc">https://www.nj.gov/dcf/providers/contracting/forms/AnnexA.doc</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>5</td>
<td>Annex B Budget Form - Include Signed Cover Sheet</td>
<td></td>
<td>Annex B</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: The Annex B Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls">https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>7</td>
<td>Schedule of Estimated Claims (SEC) signed</td>
<td></td>
<td>SEC</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td>Submit</td>
<td>11</td>
<td>Standardized Board Resolution Form</td>
<td></td>
<td>StandInvRes</td>
<td>1. At Renewal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action</th>
<th>Comment</th>
<th>Updated Organizational Documents Required</th>
<th>Revision Date</th>
<th>Naming Convention</th>
<th>Submit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit</td>
<td>24</td>
<td>Affirmative Action Certificate: Issued after the renewal form (AARC2) is sent to Treasury with payment</td>
<td>1. Prior to Expiration</td>
<td>2. If Amended</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: The AARC2 is only applicable to new startup agencies and may only be submitted during Year 1. Agencies previously contracted through DCF are required to submit an Affirmative Action Certificate.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>25</td>
<td>Annual Report to Secretary of State proof of filing</td>
<td></td>
<td>AREG</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Website: <a href="https://www.njstipul.org/d/f/annualreports">https://www.njstipul.org/d/f/annualreports</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>26</td>
<td>Public Law P.L. 2021, c.1 Attestation Form - Complete, sign and date as the provider</td>
<td>6/6/2023</td>
<td>P.L. 2021</td>
<td>1. Initial Contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/AttestationFormToBeCompletedByProvider.pdf">https://www.nj.gov/dcf/providers/contracting/forms/AttestationFormToBeCompletedByProvider.pdf</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>28</td>
<td>Dated List of Names, Titles, Emails, Phone Numbers, Addresses &amp; Terms of Board of Directors - or- Managing Partners, if a LLC/Partnership - or- Chosen Freeholders of Responsible Governing Body</td>
<td>BOD</td>
<td>1. If Amended</td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>29</td>
<td>For Profit: Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions</td>
<td>4/1/2019</td>
<td>Ch51</td>
<td>1. Prior to Expiration of the 2 year certification</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(See Instructions for applicability to your organization.)</td>
<td></td>
<td></td>
<td>Treasury &amp; DCF</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>30</td>
<td>Certification Regarding Debarment</td>
<td></td>
<td>DebarCert</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/CertificationDebarment.pdf">https://www.nj.gov/dcf/documents/contract/forms/CertificationDebarment.pdf</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>36</td>
<td>System for Award Management (SAM)</td>
<td></td>
<td>SAM</td>
<td>1. At Renewal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Submit a printout showing active status and the expiration date. Available free of charge.</td>
<td></td>
<td></td>
<td>3. If Amended</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Website: Go to SAM by typing <a href="http://www.sam.gov">www.sam.gov</a> in your internet browser address bar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hotline: 1-866-460-4220</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit</td>
<td>43</td>
<td>Reports of Expenditures (ROE):</td>
<td></td>
<td>As applicable:</td>
<td>1. Initial - 30 days from end of 6th month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A. Scheduled Payments Contract Components: To be submitted two times during the contract year: Interim and Final; or in accordance with any separate DCF directive to file additional ROEs for specific contracted programs. Note: Must be prepared in accordance with the governing cost principles set forth in the DCF Contract Reimbursement Manual (CRM Section 6)</td>
<td>2. Final - 30 days after end of FY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Fee for Service Contract Components: Not Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency: County of Gloucester</td>
<td>Contract Number: 25OEHR</td>
<td>Contract Term: 7/1/22-6/30/23</td>
<td>Required DOE</td>
<td>3. Additional if required by DCF for particular programs</td>
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<tr>
<td>Form:</td>
<td><a href="https://nj.gov/dcf/providers/contracting/forms/">https://nj.gov/dcf/providers/contracting/forms/</a></td>
<td></td>
<td>LOS</td>
<td>Submit in accordance with DCF agreement.</td>
<td></td>
</tr>
</tbody>
</table>

42 Level of Service (LOS) Reports
Enter into the cited DCF Standard Template Form for each month the number of youth, adults, and families served and ages of those receiving services, and the hours/days, county locations, etc. of those services, or record this data into another form, survey, or database that DCF agrees can serve to track LOS for the contracted program.
Form: https://www.nj.gov/dcf/providers/contracting/forms/ 

42 Comment: Organizational Documents to be Stored on Site and Submitted to DCF Only Upon Request:
Submit

45 Affirmative Action Policy/Plan

46 Copy of Most Recently Approved Board Minutes

47 Books, documents, papers, and records which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions, and to be produced for DCF upon request.

48 Conflict of Interest Policy and Attestation Form

49 Organizational Chart for Agency- Ensure chart includes the agency name, current date, and the allocation of personnel among each of the agency's DCF programs with their position titles and names.

50 Personal Manual & Employee Handbook (Include staff job descriptions)

51 Procurement Policy

52 Tax Forms: A copy of the most recent full tax return
Non Profit: Form 990 Return of Organization Exempt From Income Tax - or -
For Profit: Form 1120 US Corporation Income Tax Return - or -
LLC: Applicable Tax Form and may delete/reduce any SSN or personal information
Note: Store subsequent tax returns on site for submission to DCF upon request.

X For Profit

Rev. 11/17/2021
STATE OF NEW JERSEY
DCF CSOC CONTRACT DOCUMENTS CHECKLIST
Documents and Reports Required To Renew and Maintain a CSOC Contract

Jarrett Quick
Jarrett.quick@DCF.NJ.GOV
STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department’s social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Office of Contract Administration (OCA) as the unit within the Department responsible for the negotiation, administration, approval, closeout and monitoring of certain Contracts.

Expiration means the cessation of the Contract because its term has ended.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Provider Agency (also Provider) means all for-profit and non-profit private and public entities that have either a Cost Reimbursement or fee for service Contract with the Department, regardless of whether the Department is the State Cognizant Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;

b. The federal Civil Rights Act of 1964 (as amended);

c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;

d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)

e. The federal Equal Employment Opportunity Act;

f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder;

g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and

h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency’s work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider Agency’s use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

NOTE: This section does not apply to governmental agencies or non-profit organizations.

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted
services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of $17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of $50,000 from a public entity in a calendar year. It is the Provider Agency’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

a. The Provider Agency and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.

c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action 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.

d. The Provider Agency 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.

e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall 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.

f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of the Provider’s commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
g. The Provider Agency and subcontractor(s) agree 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.

h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.

k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;

e. Accounting records supported by source documentation;

f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and

g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires a Provider Agency that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of $100,000 or greater, to submit an annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

The Department may require, in its sole discretion, a Provider Agency that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of less than $100,000, or that expends within their fiscal year any amount of Federal or State financial assistance or Medicaid payments for providing services to Medicaid eligible individuals from fee for service contracts, to submit one of the following:

a. An annual program specific audit performed in accordance with the Uniform Guidance Subpart F for each program providing services under a New Jersey contract; or

b. A copy of an already prepared annual financial statement audit of the organization performed in accordance with Government Auditing Standards (Yellow Book); or
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

c. A compilation of certified financial statements that includes an income statement,
cash flow statement or balance sheet, prepared in accordance with generally
accepted accounting principles and reviewed by a public accountant attesting to
their accuracy.

At any time during the Contract term, the Provider Agency's overall operations, its
compliance with specific Contract provisions, and the operations of any assignees or
subcontractors engaged by the Provider Agency under Section 5.02 Assignment and
Subcontracts may be subject to audit or review by the Department, by any other appropriate
unit or agency of State or Federal government, and/or by a private firm or firms retained or
approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and
compliance audit of Contract operations, including the relevant operations of any assignees
or subcontractors, may be conducted after Contract Termination or Expiration. The
Provider Agency is subject to audit up to four years after Termination or Expiration of the
Contract. If any audit has been started but not completed or resolved before the end of the
four-year period, the Provider Agency continues to be subject to such audit until it is
completed and resolved.

The Provider Agency shall maintain all documentation related to products, transactions or
services under this Contract for a period of five years from the date of final payment. Such
records shall be made available to the New Jersey Office of the State Comptroller upon
request.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any
Department Contract containing federal funds in excess of $2,000 utilized for the
construction, alteration, renovation, repair, or modification of public works or public
buildings to which the federal government is a party or any Contract for similar work on
public works financed with federal funds must comply with the federal Davis-Bacon Act,
40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay
the prevailing wages to each designated worker class engaged under the Contract at wage
rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of
$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing
Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision
stating that the prevailing wage rate, as designated by the New Jersey Commissioner of
Labor, must be paid to all designated classes of workers employed through said Contracts
or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage
Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCE.P2.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department’s ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCE.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCE.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.
The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

a. Approve the assignment and continue the Contract to term;

b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or

c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency’s request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the
work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage. Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains [number of pages] pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: ____________________________  BY: ____________________________
(Signature) (Signature)

Frank J. DiMarco (Type)  (Type)
TITLE: Commissioner Director
(TYPE) (TYPE)

PROVIDER AGENCY: County of Gloucester

DATE: ____________________________

Contract Effective Date: 7/1/22

Contract Expiration Date: 6/30/23

Contract Number: 23OEHR

Contract Ceiling: $38,442.00

Federal ID#: 21-6000660

Provider Contact Individual: Michelle Pandolfo
BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and County of Gloucester (Agency/Vendor.) for Contract Number 23OEHR.

This Business Associate Agreement sets forth the responsibilities of County of Gloucester, Division of Human and Special Services (Business Associate), with an address of 115 Budd Blvd., West Deptford, NJ 08096 and the New Jersey Department of Children and Families, as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

A. Definitions:

1. The terms specified below shall be defined as follows:

   a. "Business Associate" shall mean a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

   b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.

   c. "Agreement" shall mean this Business Associate Agreement.

   d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.
e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.

g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.

h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.

i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.

k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.

l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.

m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.

o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate’s access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.

2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.

3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.

4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate’s operations and the nature and scope of its activities.

5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action
to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45 CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).

9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.

10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.

11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.

12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.

13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems,
books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remEDIATE any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.

16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.

17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.

18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.

2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.

2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:

   a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.
b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or

c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.

b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from
Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.

3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.

4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

**F. Miscellaneous**

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.

2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business
Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.

4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.

5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: County of Gloucester, Div. of Human & Special Services
115 Budd Blvd., W. Deptford, NJ 08096
Facsimile # 856-686-8343

Covered Entity: 1. Privacy Officer
Department of Children and Families
50 East State Street
P.O. Box 717
Trenton, NJ 08625-0717
ATTN: HIPAA Privacy Officer
Telephone # (609) 888-7730
Facsimile # (609) 292-7951

2. DCF Business Manager

Facsimile#
7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Signature

Anne Boyle
Printed Name

Business Manager
Title

CSOC
Agency

Date:

Business Associate:

Signature

Frank J. DiMarco
Printed Name

Commissioner Director
Title

County of Gloucester
Agency

Date:
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<td>CIACC Coordinator</td>
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## STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

### Annex A
PROGRAM NAME AND SERVICE DELIVERY INFORMATION
Section 2.1

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<tr>
<td>City, State, Zip</td>
<td>West Deptford, NJ 08096</td>
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<tr>
<td>Referral Contact (RC)</td>
<td>Michelle Pandolfo</td>
<td></td>
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<tr>
<td>Referral Contact E-Mail</td>
<td><a href="mailto:mpandolfo@co.gloucester.nj.us">mpandolfo@co.gloucester.nj.us</a></td>
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<tr>
<td>Program Director</td>
<td>Lisa Cerny</td>
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<td>Program Director Phone</td>
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<td>Program Director E-Mail</td>
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<td>Contract Administrator (CA)</td>
<td>Jarrett Quirk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Administrator E-Mail</td>
<td><a href="mailto:Jarrett.quirk@dcf.state.nj.us">Jarrett.quirk@dcf.state.nj.us</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Provide a brief overview of the program component service(s):
   (*Be sure to include specialty and any exclusionary criteria as applicable.)
   (**See the Annex A Program Narrative for additional details that are not addressed in the brief program component services overview below.)

   The County of Gloucester Children's Inter-Agency Coordinating Council (CIACC) in collaboration with the New Jersey Department of Children and Families (NJDCF) strives to ensure a seamless array of services and serves as the county mechanism to advise the NJDCF on the development and maintenance of a responsive, accessible, and integrated system of care for all youth, ages 0 to 21, who have needs related to behavioral or mental health, Intellectual or developmental disability and/or substance use disorder, child-serving agencies, and community representatives. Through enhanced coordination of system partners, the Gloucester County CIACC also identifies service and resource gaps and priorities for resource development.

2. Referral Required: ☐ Yes (if "yes" please select referral method from options provided below) ☑ No

   Referral Method(s):
   ☐ DCP&P Local Office Resource Development Specialist (RDS) or Gatekeeper
   ☐ DCSOC Contract Systems Administrator (CSA)
   ☐ Other (Describe):
### General Contract Information

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>County of Gloucester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>23OEHR</td>
</tr>
<tr>
<td>Contract Period</td>
<td>7/1/22-6/30/23</td>
</tr>
<tr>
<td>Program Name</td>
<td>Gloucester County Children's Inter-Agency Coordinating Council</td>
</tr>
<tr>
<td>CMS Record #</td>
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</tr>
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</table>

### Referral Contact Information

<table>
<thead>
<tr>
<th>Referral Contact (RC)</th>
<th>Michelle Pandofo</th>
<th>RC Phone</th>
<th>856-384-6671</th>
</tr>
</thead>
<tbody>
<tr>
<td>Referral Contact E-Mail</td>
<td><a href="mailto:mpandofo@co.gloucester.nj.us">mpandofo@co.gloucester.nj.us</a></td>
<td>RC Fax</td>
<td>856-384-0207</td>
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</table>

### Program Director Information

<table>
<thead>
<tr>
<th>Program Director</th>
<th>Lisa Canny</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Director Phone</td>
<td>856-384-6674</td>
</tr>
<tr>
<td>Program Director E-Mail</td>
<td><a href="mailto:lcasey@co.gloucester.nj.us">lcasey@co.gloucester.nj.us</a></td>
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</tbody>
</table>

### Hours of Operation

Services are available as follows (designate times below):

<table>
<thead>
<tr>
<th>Day</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>8:30</td>
<td>4:30</td>
</tr>
<tr>
<td>Monday</td>
<td>8:30</td>
<td>4:30</td>
</tr>
<tr>
<td>Tuesday</td>
<td>8:30</td>
<td>4:30</td>
</tr>
<tr>
<td>Wednesday</td>
<td>8:30</td>
<td>4:30</td>
</tr>
<tr>
<td>Thursday</td>
<td>8:30</td>
<td>4:30</td>
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<tr>
<td>Friday</td>
<td>8:30</td>
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</tr>
<tr>
<td>Saturday</td>
<td>8:30</td>
<td>4:30</td>
</tr>
</tbody>
</table>

### Holiday Schedule

Services are not available on the following occasions:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Occasion</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1</td>
<td>New Years</td>
</tr>
<tr>
<td>January 17</td>
<td>Martin Luther King</td>
</tr>
<tr>
<td>February 14</td>
<td>Presidents</td>
</tr>
<tr>
<td>April 15</td>
<td>Good Friday</td>
</tr>
<tr>
<td>May 30</td>
<td>Memorial</td>
</tr>
<tr>
<td>June 17</td>
<td>Juneeenth</td>
</tr>
<tr>
<td>July 4</td>
<td>Independence</td>
</tr>
<tr>
<td>September 5</td>
<td>Labor</td>
</tr>
<tr>
<td>November 8</td>
<td>Elections</td>
</tr>
<tr>
<td>November 11</td>
<td>Veterans</td>
</tr>
<tr>
<td>November 24 &amp; 25</td>
<td>Thanksgiving and Black Friday</td>
</tr>
<tr>
<td>December 23 &amp; 26</td>
<td>Christmas Eve and Christmas Day</td>
</tr>
</tbody>
</table>
**If applicable, attach a list of all site addresses on a separate sheet at time of renewal. It is noted that this could change during the course of the contract term. The Contract Administrator is to be notified immediately of any changes to the site address.**

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>County of Gloucester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td>23OEHHR</td>
</tr>
<tr>
<td>Program Name</td>
<td>Gloucester County Children's Inter-Agency Coordinating Council</td>
</tr>
<tr>
<td>Contract Period</td>
<td>7/1/22-6/30/23</td>
</tr>
<tr>
<td>CMS Record #</td>
<td></td>
</tr>
</tbody>
</table>

### Additional Site 1 Information
- **Referral Contact (RC)**
- **Referral Contact E-Mail**
- **Site Address**
- **City, State, Zip**
- **Site Phone #**
- **NJ SPIRIT Resource ID #**
- **RC Phone**
- **RC Fax**

### Additional Site 2 Information
- **Referral Contact (RC)**
- **Referral Contact E-Mail**
- **Site Address**
- **City, State, Zip**
- **Site Phone #**
- **NJ SPIRIT Resource ID #**
- **RC Phone**
- **RC Fax**

### Additional Site 3 Information
- **Referral Contact (RC)**
- **Referral Contact E-Mail**
- **Site Address**
- **City, State, Zip**
- **Site Phone #**
- **NJ SPIRIT Resource ID #**
- **RC Phone**
- **RC Fax**

### Additional Site 4 Information
- **Referral Contact (RC)**
- **Referral Contact E-Mail**
- **Site Address**
- **City, State, Zip**
- **Site Phone #**
- **NJ SPIRIT Resource ID #**
- **RC Phone**
- **RC Fax**

### Additional Site 5 Information
- **Referral Contact (RC)**
- **Referral Contact E-Mail**
- **Site Address**
- **City, State, Zip**
- **Site Phone #**
- **NJ SPIRIT Resource ID #**
- **RC Phone**
- **RC Fax**

Rev. 1/1/13
ANNEX A
Section 2.2
Children’s System of Care – Children’s InterAgency Coordinating Council (Standardized)

A. Population Served – The Children’s System of Care serves all youth, ages 0 to 21, residing in the State of New Jersey, who have needs related to behavioral or mental health, intellectual or developmental disability, and/or substance use disorders. As the Children’s System of Care is constantly improving upon and expanding its service array, there may be times when CSOC shifts or adjusts its focus to other subpopulations or to youth with needs not specifically referred to here. As the lead coordinating system partner, CIACCs are expected to support these statewide initiatives or priorities and to engage in any work that serves the youth and families of the State of New Jersey or improves upon the Children’s System of Care.

B. Structural Requirements

1. Meeting Requirements – The Contractee shall convene a coordinating council in order to plan across systems and develop recommendations to the State.

   I. Agendas – The Contractee shall prepare and disseminate an agenda prior to each meeting. Special populations, including youth with Intellectual/Developmental Disabilities and youth with juvenile justice involvement, and the activities of all subcommittees of the CIACC, shall be included on each agenda as a standing agenda item.

   II. Minutes – The Contractee shall ensure that minutes are taken and, upon approval by the CIACC, shall disseminate the minutes to meeting participants, and to the Children’s System of Care (CSOC) CIACC Program Lead or other designated CSOC staff person. Minutes shall include a record of meeting attendees.

2. Membership – The membership of the CIACC shall reflect a partnership among county governments, community-based organizations, family and youth, informal supports, agencies providing services, and other stakeholders, if deemed appropriate.

   I. Recruitment of Youth/Family Members – The Contractee shall seek youth and family members to attend and participate routinely in CIACC meetings so that their perspectives may inform planning for local services. Youth/family members shall ideally be former service recipients.

   II. Retention of Youth/Family Members – The Contractee shall demonstrate efforts to retain youth and family who have joined the CIACC as members. Efforts may include development or revision of the onboarding process for new members, planning around and receiving feedback on the extent to which the CIACC meeting is meaningful to youth and family members, and collaboration with system partners and CSOC, including CSOC Regional Practice Specialists and Rutgers staff who support the system of care and Promising Path to Success efforts.

   III. Race/Ethnicity – The CIACC membership shall reflect the ethnic and racial composition and diversity of the county population and service recipients based
on the most recent U.S. Census data available. Diversity, equity, and inclusion principles should be considered in recruitment and retention efforts to the maximum extent possible.

3. Maintenance of Written Policies and Procedures – The Contractee shall maintain up-to-date written policies and procedures reflective of the goals and principles of CSOC and the CIACC contract deliverables.

   I. Written policies and procedures may be updated as needed but must be ratified by the full CIACC body on an annual basis. The CIACC Program Lead is available for consultation prior to the ratification of written policies and procedures, if desired.

   II. Ratified, updated written policies and procedures or notification of ratification of existing written policies and procedures shall be provided to the CIACC Program Lead or other designated CSOC staff person on an annual basis.

4. Subcommittee Requirements

   I. Educational Partnerships (EP) – The Contractee shall develop or maintain an EP as a subcommittee of the CIACC. The goal of the EP is to foster relationships with and provide, at a minimum, two trainings and/or presentations to local school personnel per calendar year, in order to enhance access to CSOC services for all youth. The work of the EP shall be reported on as a standing agenda item at each meeting of the full CIACC body; as the work of the EP shall be captured in the minutes of the full CIACC body, minutes for meetings of the EP are optional.

   II. Juvenile Justice Subcommittee – The Contractee shall develop or maintain a Juvenile Justice Subcommittee or participate in a pre-existing planning body that addresses needs related to youth involved with the juvenile justice system, e.g. Juvenile Detention Alternative Initiative (JDAI). If the Contractee chooses to develop or maintain a Juvenile Justice Subcommittee, that work shall be reported on as a standing agenda item at each meeting of the full CIACC body; as the work of the Juvenile Justice Subcommittee shall be captured in the minutes of the full CIACC body, minutes for meetings of the Juvenile Justice Subcommittee are optional. If the Contractee chooses to participate in a pre-existing planning body, e.g. JDAI, the work of this body shall be reported on as a standing agenda item at each meeting of the full CIACC body.

   III. Intellectual / Developmental Disabilities Subcommittee – The Contractee shall develop or maintain an Intellectual / Developmental Disabilities (I/DD) Subcommittee or participate in a pre-existing planning body that addresses needs related to youth with I/DD challenges, e.g. SPAN Parent Advocacy Network or the Regional Family Support Planning Councils (RFSPC). If the Contractee chooses to develop or maintain an I/DD Subcommittee, that work shall be reported on as a standing agenda item at each meeting of the full CIACC body; as the work of the I/DD Subcommittee shall be captured in the minutes of the full CIACC body, minutes for meetings of the I/DD Subcommittee are optional. If the Contractee chooses to participate in a pre-
existing planning body, e.g. SPAN or RFSPC, the work of this body shall be reported on as a standing agenda item at each meeting of the full CIACC body.

IV. Ad Hoc or Other Subcommittees – The Contractee shall develop or maintain ad hoc subcommittees as needed. The duration of these subcommittees may be on a standing basis or time limited as determined by the large CIACC body and/or subcommittee members and may be related to plans recorded in annual reports or related to Continuous Quality Improvement activities. The work of these subcommittees shall be reported on as a standing agenda item at each meeting of the full CIACC body; as the work of these subcommittees shall be captured in the minutes of the full CIACC body, minutes for meetings of all subcommittees are optional.

5. Meeting Frequency
   I. Large CIACC Body – The large CIACC body, consisting of all members and stakeholders, shall meet no fewer than ten times in a calendar year. Meetings that include additional planning bodies, including other CIACCs or other bodies approved by CSOC, fulfill this requirement.
   II. Subcommittees – All required subcommittees of the CIACC, consisting of a subset of the members of the large CIACC body, shall meet no fewer than four times in a calendar year.
   III. Meeting Cancellation/Rescheduling – The Contractee shall make every effort to reschedule cancelled meetings. The Contractee shall notify all CIACC members and the CIACC Program Lead or other designated CSOC staff person of cancelled/rescheduled meetings prior to the cancellation/rescheduling of the meeting in question.

C. Planning Requirements

1. Annual Plans – An annual report, reflective of the past year’s activities, trends, and recommendations, as well as plans and priorities for the upcoming year, inclusive of the work of the full CIACC body and all subcommittees, shall be provided to the CIACC Program Lead or other designated CSOC staff person, using the template created by CSOC in collaboration with the CIACC coordinators for this purpose. The annual report shall be submitted to the CIACC Program Lead within 60 days of the end of the annual contract period.

2. Needs Assessments – The CIACC shall understand the strengths and needs of the community, including, but not limited to, service needs of youth and families.
   I. Human Services Advisory Council (HSAC) Needs Assessment – The Contractee shall participate in the biennial HSAC Needs Assessment process.
   II. Optional Locally-Directed Needs Assessment – The Contractee may engage in other needs assessment activities as determined to be necessary by the full CIACC body. This may take the form of a “booster” assessment during the years in which there is no HSAC Needs Assessment. This “booster” assessment may take the form of a dedicated meeting, conducting interviews or focus groups, and/or collecting data via a survey. If the Contractee engages in
alternative assessment activities, the outcomes of such activities shall be shared with CSOC through the CIACC Program Lead or other designated CSOC staff person. The CIACC Program Lead is also available for consultation prior to the implementation of any alternative assessment activities, if desired.

2. Continuous Quality Improvement (CQI)
   I. Statewide Activities or Processes – As directed by the Department of Children and Families (DCF), the DCF Office of Quality, and/or CSOC, the Contractee shall participate in CQI processes to:
      i. Identify initiatives, policies, or practices that are working well for the CIACC and the youth and families served by its members.
      ii. Identify initiatives, policies, or practices that are proving challenging to the delivery of services to local youth and their families.
      iii. Identify action steps to replicate what is going well or address what is a challenge.
      iv. Identify desired outcomes and means of measurement of progress toward goals.
   II. Grant-Related Activities – CSOC engages in grant activities that not only benefit youth and families who receive services, but also service providers, by providing service providers with resources to enhance their ability to serve youth and families. The Contractee shall ensure CIACC engagement with grant-related activities, including, but not limited to:
      i. Promising Path to Success 2.0 (PPS2.0) – the goal of this grant is to improve youth and family engagement and satisfaction within the Children’s System of Care while ensuring Wraparound Fidelity, and as specifically related to the CIACCs, to increase youth and family participation and voice.
      ii. Partnership for Success (PPS, formerly known as SOAR) – the goal of this grant is to enhance CSOC’s substance use prevention infrastructure to ensure statewide prevention efforts reach all youth.
   III. Locally Driven CQI Activities or Processes
      i. The Contractee shall ensure that the CIACC routinely reviews data pertinent to service provision. Data sources should include, at a minimum, the CIACC Dashboards and the Rutgers CSOC Data Hub and Portal.
      ii. Optional locally driven CQI activities or processes shall align with Statewide CQI activities or processes; alignment shall be determined in consultation with CSOC via the CIACC Program Lead or other designated CSOC staff person.

3. Identification and Documentation of Trends and Recommendations
   I. Trends consist of both strengths and needs with regard to access to services, gaps in, or needed, services, and other factors related to the social determinants of health, with particular attention paid to trends related to racial/ethnic disparities in access to services. Recommendations may address identified trends or serve as suggestions for system improvement.
II. The Contractee shall ensure that the CIACC routinely identifies and documents trends and recommendations via meeting minutes or annual plans. Additionally, in order to ensure a timely response to emerging needs, the Contractee shall inform CSOC via the CIACC Program Lead or other designated CSOC staff person of any identified trends or recommendations in as expeditious a manner as possible. These ad hoc communications shall be sent via e-mail.

III. Trends and recommendations reported to the CIACC Program Lead or other designated CSOC staff person, whether by transmission of minutes, annual plans, or ad hoc communications, shall include supporting documentation, evidence, and/or data.

D. Communication and Systems Collaboration

1. Communication and Collaboration between the state and local levels
   I. The Contractee shall utilize the CIACC Program Lead or other designated CSOC staff person as their point of contact with CSOC.
   II. The Contractee shall ensure that the CIACC Convener, Coordinator, and/or their designee shall attend the regular Statewide CIACC Convener’s Meeting and other statewide meetings as deemed appropriate by CSOC.

2. Communication and Collaboration between local entities or stakeholders
   I. If the Contractee engages in local marketing or advertising activities, those activities shall align with the marketing or advertising activities initiated by DCF and/or CSOC. The CIACC Program Lead is available for consultation prior to the finalization of local marketing or advertising materials to assist the Contractee with ensuring alignment with DCF/CSOC initiated marketing or advertising activities.
   II. The Contractee shall ensure that any marketing, advertising, promotional, training, or educational materials include an acknowledgement of DCF/CSOC funding for CIACC activities, including the display of current DCF/CSOC branding and logos.
   III. The Contractee shall ensure that requests for presentations by local stakeholders are fulfilled in a timely manner. These requests may be received by the Contracted System Administrator (PerformCare), the Children’s System of Care, or other stakeholders and then communicated to the CIACC Program Lead or other designated CSOC staff person, and then forwarded to the appropriate county’s CIACC Convener and/or Coordinator. The Convener and/or Coordinator shall consult with the large CIACC body to determine the most appropriate member to fulfil these requests and confirm with CSOC the date, time, and place/platform of any presentation delivered or provide a rationale as to why a request was not fulfilled. Notification of progress shall be provided to the CIACC Program Lead or other designated CSOC staff person within two weeks of receiving the request, with updates to follow, as needed.
STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
SERVICE OUTCOMES
Section 2.3

Program Name: Gloucester County Children's Inter-Agency Coordinating Council

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

GOALS:
Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

OBJECTIVES:
Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

SERVICE ACTIVITIES:
Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

OUTCOMES:
Outcomes quantify the program’s impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).
REPORTING:
This section is still under development and should remain blank

SUPPORTING DOCUMENTATION:
Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.
### Annex A

**SERVICE OUTCOMES**

Section 2.3

<table>
<thead>
<tr>
<th>GOALS</th>
<th>OBJECTIVES</th>
<th>SERVICE ACTIVITIES</th>
<th>OUTCOMES</th>
<th>REPORTING</th>
<th>SUPPORTING DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>The County of Gloucester Children's Inter-Agency Coordinating Council (CIACC) in collaboration with the New Jersey Department of Children and Families (NJDCF) strives to ensure a seamless array of services and serves as the county mechanism to advise the NJDCF on the development and maintenance of a responsive, accessible, and integrated system of care for all youth, ages 0 to 21, who have needs related to behavioral or mental health, intellectual or developmental disability and/or substance use disorder and their families, through the involvement of parents and youth, child-serving agencies, and community representatives.</td>
<td>Provide opportunities for collaboration and coordination of, as well as feedback on, services at the local level for the Children's System of Care</td>
<td>10 meetings per year</td>
<td>To maintain a forum to develop, review, redirect and discuss the local level Children's System of Care, provide information to County and State on the needs facing the local community.</td>
<td>annually - see Annex A Section 2.2</td>
<td>meeting agendas and minutes</td>
</tr>
<tr>
<td>GOALS</td>
<td>OBJECTIVES</td>
<td>SERVICE ACTIVITIES</td>
<td>OUTCOMES</td>
<td>REPORTING</td>
<td>SUPPORTING DOCUMENTATION</td>
</tr>
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<td>--------------------------------------------</td>
<td>-------------------------------------------------</td>
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<td>------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Maintainance of Written Policies and Procedures</td>
<td>To maintain up-to-date policies and procedures</td>
<td>annual review and voting on by-laws</td>
<td>annual ratification of updated written policies</td>
<td>annual notification to designated CSOC person</td>
<td>by-laws, meeting minutes</td>
</tr>
<tr>
<td>Fulfill Subcommittee Requirements for Educational Partnership, Juvenile Justice, Intellectual/Development Disabilities, and ad hoc subcommittees such as the Partnerships for Success.</td>
<td>To foster educational partnership relationships and provide a minimum of two presentations per calendar year; continued participation in pre-existing juvenile justice body; maintain VDD subcommittee that addresses needs related to youth with VDD challenges; continued participation in ad hoc committees.</td>
<td>Conduct activities such as committee participation, provide presentations, conduct outreach and awareness efforts</td>
<td>Efforts seek to enhance access to CSOC services for all youth</td>
<td>To full body CIACC</td>
<td>Meeting agenda and minutes</td>
</tr>
<tr>
<td>GOALS</td>
<td>OBJECTIVES</td>
<td>SERVICE ACTIVITIES</td>
<td>OUTCOMES</td>
<td>REPORTING</td>
<td>SUPPORTING DOCUMENTATION</td>
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<td>------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Assess needs of local</td>
<td>understand the strengths and needs</td>
<td>participate in Human Services Advisory Council's biennial needs assessment process,</td>
<td>to assist in identifying trends, barriers and strengths to improve the</td>
<td>annually</td>
<td>annual report</td>
</tr>
<tr>
<td>community</td>
<td>of the community including youth</td>
<td>participate in Continuous Quality Improvement statewide activities, identify trends</td>
<td>Children's System of Care</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>and families</td>
<td>and recommendations</td>
<td></td>
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<tr>
<td>POSITION NAME/TITLE</td>
<td>NAME OF EMPLOYEE</td>
<td>DAILY WORK HOURS</td>
<td>% OF TIME TO PROGRAM</td>
<td>QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)</td>
<td>FUNCTIONAL JOB DUTIES</td>
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<td>--------------------------</td>
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<td>--------------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Sr. Program Development Spist</td>
<td>Michelle Pandolfo</td>
<td>8:30 - 4:30</td>
<td>23%</td>
<td>Bachelor's</td>
<td>CIACC Coordinator</td>
</tr>
<tr>
<td>Clerk 2</td>
<td>Carmen Trifletti</td>
<td>8:30 - 4:30</td>
<td>29%</td>
<td>clerical skills</td>
<td>Provides clerical support to the program</td>
</tr>
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### Annex A
**LEVEL OF SERVICE**

**Section 2.5**

<table>
<thead>
<tr>
<th>Program/Component Name:</th>
<th>Gloucester County Children's Inter-Agency Coordinating Council</th>
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<tbody>
<tr>
<td>Service Type:</td>
<td>Administration/Planning</td>
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<tr>
<td>Description of Unit Measurement:</td>
<td>Planning</td>
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<td>Number of Contracted Slots/Units:</td>
<td>12</td>
</tr>
<tr>
<td>Number of Annualized Units:</td>
<td>12</td>
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*Numbers should reflect unduplicated service counts*

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### Annex B: Contract Information Form

**Agency:** County of Gloucester  
**Address:** PO Box 337  
Woodbury, NJ 08096  
**Phone:** 856-384-8871  
**Chief Executive Officer:** Frank J. DiPerna  
**Prepared By:** Michelle Pandofo  
**Date:** 3/21/2022

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**Contract #**  
**Effective Dates** to  
**Division**

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**Division Use Only**

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**Agency Authorized Signatory**  
Lisa Curny

**Fiscal Officer**  
Tracey Giordano

---

**Budget** I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.

**Expenditure Report** I certify that the expenditures reported herein are correct, accurate, and in accordance with the contract budget and the governing principles for determining costs.
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STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE SUMMARY
PAGE 2 OF 20

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**STATE OF NEW JERSEY**
**DEPARTMENT OF CHILDREN AND FAMILIES**
**ANNEX B: CONTRACT EXPENSE DETAIL**
**B. CONSULTANTS AND PROFESSIONAL FEES**
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Supporting documentation is required to substantiate the allocations.
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DEPARTMENT OF CHILDREN AND FAMILIES
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STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

DEPARTMENT POLICY: DCF.P1.06-2007

EFFECTIVE DATE: August 31, 2007

SUBJECT: Standardized Board Resolution Form

I. PURPOSE

The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Children and Families (DCF) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

II. SCOPE

This policy applies to all DCF Third Party incorporated contracted Provider Agencies.

III. POLICY

Periodically, Boards of Directors, in conducting the business of their organizations, attest to their actions or decisions by way of written resolutions. The DCF requires incorporated Contract Providers to file the attached standard board resolution when executing a DCF Third Party Social Service Contract.

Requirements for completion, updating and submission

The Attachment 1, Pages 1 and 2 are to be completed by the Agency.

When any changes occur that would affect the contents of the form, the Board is to convene and complete a new Board Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DCF policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See policy DCF.P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DCF Third Party Contract.)

[Signature]
DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

Standardized Board Resolution Form

Supporting Information for Contract # 230EHR for Contract

Period 11/1/22 to 4/30/23

Agency: County of Gloucester

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

Chairperson, Board of Directors
Frank J. DiMarco, Commissioner Director

Date

Executive Director
Lisa A. Cerveny, Director Human and Special Services

Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title)

Kimberly LaVarre Qualified Purchasing Agent
Name Title

Tracey N. Giordano Treasurer/CEO
Name Title

Frank J. DiMarco Commissioner Director
Name Title
STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. **Health Insurance Portability and Accountability Act (HIPAA)**

   Specific to [HIPAA](https://example.com), the above noted Provider Agency is either (check A or B):

   - A) A covered entity (as defined in 45 CFR 160.103)
   - B) A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated ________.
   - C) A non-covered entity that will not be receiving or sharing personal health information.

   Once executed, the BAA will be included in the Departmental Component’s official contract file. The BAA will be considered applicable indefinitely unless there is a change in the Provider Agency’s status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

   The Board agrees that if there is any change in their BAA Status, the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

   * This section is not applicable for DCF Office of Education Contracts.

2. **Legal Advice**

   The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Children and Families and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.


   The Board agrees that the Public Law 2005, Chapter 51 compliance forms submitted with the contract are accurate.

4. **Public Law 2005, Chapter 92** ([N.J.S.A. 52:34-13,2, formerly Executive Order 129])

   The Board agrees that the Public Law 2005, Chapter 92 compliance forms submitted with the contract are accurate.
Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts

ALL DCF Providers must sign, scan, and email this executed document to: OfficeOf.ContractAdministration@Dcf.nj.gov

By my signature below, I hereby confirm I am authorized to review and sign this document on behalf of my organization. I additionally confirm:

(1) my organization is not an entity entering into or renewing a contract or contracts with the Department of Children and Families to provide mental health, behavioral health, or addiction services that employs more than 10 regular full-time or regular part-time employees who principally work for the organization to provide the contracted services as defined in Public Law P.L. 2021, c.1 [if you select this response, please return the signed form as noted above]; OR

(2) my organization is such an entity and in compliance with Public Law P.L. 2021, c.1., I therefore must submit within the 90-day period following the initiation or renewal of our DCF contract(s) either:

A. An attestation:

_______ signed by a labor organization confirming entry into a labor harmony agreement with such labor organization; or

_______ stating that our employees are not currently represented by a labor organization and that no labor organization has sought to represent our employees during the 90-day period following the initiation or renewal of our DCF contract(s) after the effective date of this act and up to the time of submission; or

_______ signed by a labor organization, confirming entry into an agreement or binding obligation to be maintained through the term of the DCF contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); or

B. A notice:

_______ from a labor organization confirming it seeks to represent our employees after the expiration of the 90-day period following the effective date of our DCF contract, to be followed no later than 90 days after the date of notice stating that we have entered into:

(1) a labor harmony agreement with the labor organization; or

(2) an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); and

C. A COVID-19 health and safety commitment:

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers’ employees, and service recipients at least through the 366th day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. These efforts include our adherence to the measures service providers must take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner’s issuance of Guidance’s published on the DCF website at: https://www.nj.gov/dcf/coronavirus_contractedproviders.html. These Guidance’s have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered providers’ employees or service recipients.

Signature: __________________________ Date: __________________________

Printed Name: Frank J. DiMarco
Title: Commissioner

Organization Name: County of Gloucester
Gloucester County Board of Commissioners
2022

Frank J. DiMarco, Director
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 1/1/20 – 12/31/22

Heather Slummons, Deputy Director
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 1/1/21-12/31/23

Nicholas DeSilvio, Commissioner
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 1/1/22-12/31/24

Lyman Barnes, Commissioner
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 1/1/21-12/31/23

Jim Jefferson, Commissioner
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 1/1/21-12/31/23

Denise DiCarlo, Commissioner
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 2/2/22-12/31/22

Christopher Konawal Jr., Commissioner
2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096
Phone: 856-853-3386
Fax: 856-853-3387
Term 1/1/22-12/31/24
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

2. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

County of Gloucester

Name of Provider Agency

Frank J. DiMarce, Commissioner
Director

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,
check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976.
Congressional District
Input Text

Country
Input Text

Entity Status

Showing 1 - 1 of 1 results

GLOUCESTER, COUNTY OF
Active Registration

DUNS | Unique Entity ID | CAGE Code | Physical Address
957362247 | | 49RZ4 | 70 HUNTER, WOODBURY, NJ 08096 USA

SAM | Unique Entity ID
WNT5CG4AEF79

Entity

Expiration Date
Nov 18, 2022

Purpose of Registration
Federal Assistance Awards

Results per page

< | 1 of 1 > | 25

Feedback

Our Website
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF NEW JERSEY JUDICIARY; CUMBERLAND/GLOUCESTER/SALEM VICINAGE FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $8,800.00

WHEREAS, the County of Gloucester, through the Youth Services Advisory Commission, is the recipient of grant funding in the amount of $120,000.00 to provide activities related to exposure of cultural events and programs in an effort to educate and provide meaningful activities and events for juveniles in need of supervision; and

WHEREAS, one component of the services is enrichment trips to cultural and educational destinations and youths in the program must be accompanied by probation officers on any trips and to any destinations, in addition to providing a Probation Orientation Program; and

WHEREAS, the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage agrees to provide probation officers to accompany youth on enrichment trips, in an amount not to exceed $6,400.00 and provide services of a probation enrichment coach, incentive and orientation programs for eligible youth through the Probation Orientation Program, in an amount not to exceed $2,400.00; and

WHEREAS, an amount not to exceed $8,800.00 shall be allocated from the $120,000.00 grant funding, from January 1, 2022 to December 31, 2024, depending each successive year upon availability of funding by the State of New Jersey.

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 hereby authorized to attest to the execution of the agreement with the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage to provide probation officers to accompany youth on enrichment trips provide services of a probation enrichment coach, incentive and orientation programs for eligible youth through the Probation Orientation Program, in an amount not to exceed $8,800.00, from January 1, 2022 to December 31, 2024, depending each successive year upon availability of funding by the State of New Jersey.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 6, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
AGREEMENT
BETWEEN
THE NEW JERSEY JUDICIARY; CUMBERLAND/GLOUCESTER/
SALEM VICINAGE AND THE
COUNTY OF GLOUCESTER

This Agreement is made the ________ day of ________, 2022, by and between
the County of Gloucester, a body corporate, organized and existing under the Laws of the State
of New Jersey having its principal offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter referred to as "the County") and the State of New Jersey Judiciary;
Cumberland/Gloucester/Salem Vicinage (hereinafter referred to as "the Vicinage"), having its
principal offices located at the Cumberland County Court House, 60 W. Broad Street & Fayette
Streets, Bridgeton, New Jersey.

The Vicinage and the County recognize that a principal service offered by these entities is
the prevention of juvenile crime and the rehabilitation of juvenile offenders. Both parties
recognize that economies of scale and greater efficiencies may be achieved by entering into this
Agreement (hereinafter referred to as "the Agreement") to have services provided by the Youth
Services Commission on behalf of the County and the Vicinage jointly thereby saving costs to
each party.

NOW THEREFORE, in consideration of the mutual promises, agreements, and
undertakings as set forth herein, the Youth Services Advisory Commission through the County
and the Vicinage agree as follows:

1. The County, through the Youth Services Advisory Commission, is the recipient of
grant funding in the total amount of $120,000.00 from the Juvenile Justice Commission ("JJC")
to provide activities related to exposure to cultural events and programs in an effort to educate
and provide meaningful activities for juveniles who require supervision in order to attend. One
component is to provide enrichment trips to cultural and educational destinations.

2. Pursuant to the New Jersey Local Public Contracting rules and regulations,
proposals to secure the services of a probation enrichment coach, incentive and orientation
programs for eligible youth were solicited and received by the County of Gloucester Youth
Services Advisory Commission and the County through RFP #21-017.

3. The probation officers accompanying youth on enrichment trips shall be paid in
accordance with their regular salary, in such amounts and at such times as may be determined
and allowable in accordance with probation officer's employment with the Vicinage. The
Vicinage shall be responsible for paying probation officers and determining whether or not they
are entitled to overtime compensation, and shall be responsible for all deductions that shall be
taken from any pay made hereunder.
4. An amount not to exceed $8,800.00 is allocated from the $120,000.00 grant for this Agreement with the Vicinage. Specifically, a sum not to exceed $6,400.00 shall be allocated to pay probation officers in accordance with the services rendered as per paragraph 3 and a sum not to exceed $2,400.00 shall be allocated for a Probation Orientation Program. Vicinage shall be paid in accordance with this Agreement 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.

5. Any amounts that are unexpended under this Agreement shall either be continued to be utilized in subsequent grant programs, if allowable under the grant, or will be refunded to the grantor pursuant to the requirements of the grant agreement.

6. The grant period shall become effective starting on January 1, 2022 and continue through December 31, 2024 depending each successive year upon availability of funding by the State of New Jersey.

7. The agreement term shall commence contemporaneous with the grant period on January 1, 2022 and shall continue until December 31, 2024 depending upon availability of funds.

8. The Vicinage will file the appropriate notice of intention forms with the Administrative Director of the Courts for approval to utilize probation officer services in connection with the grant program being administered by the County through the Youth Services Advisory Commission. Such permission shall be a condition precedent to this contract and shall be valid and binding between the parties.

9. The parties agree that all obligations hereunder are contingent on the availability of appropriated funds. Funding is made available by the JJC. No liability on the part of the JJC for payment of any money or on the part of the Vicinage for the performance of any terms of this agreement will arise unless and until funds are made available to the JJC each fiscal year by the Legislature.

10. In performance of this agreement, the Vicinage and the County will comply with all applicable Federal and State laws currently in effect and/or hereafter promulgated.

INSURANCE

At all times during this Agreement, the County shall maintain or cause to be maintained with responsible insurers (including a Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement.
The County upon the request of the Vicinage will provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the Vicinage is in full force and effect.

The Vicinage is not authorized to carry public liability insurance. However, the Vicinage is subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and available appropriations.

INDEMNIFICATION

The Vicinage and the County are not authorized to indemnify any third party for the acts of negligence of any party other than the entities, agents, or employees of the Judiciary and the County respectively. However, the Vicinage and the County are subject to all provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and available appropriations.

REMEDIES

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties without the intervention of a third party.

2. Wherever in this Agreement either party’s consent or approval is required, such consent or approval shall not be unreasonably or arbitrarily withheld or delayed. Any such consent or approval must be provided in writing.

NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any provision which is contained in this Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present, or future officer, agent or employee of either the Vicinage or the county, in his or her individual capacity, and neither the officers, agents or employees of the Vicinage or the County nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.
MISCELLANEOUS

1. Amendments.

a) This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

b) The Parties acknowledge that in 2023 and 2024 amendments to this Agreement will be drafted to reflect any necessary modifications and available funding by the State of New Jersey.

2. Termination. Either party may cancel this agreement, with or without cause, by providing 30 days written notice to the other party. Under this provision, the Vicinage will be required to reconcile its accounts with the County. This entails providing documentation of expenditures and remaining balances as of the termination date, as well as the return of unexpended funds directly to the County.

3. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

4. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

6. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written, between the parties hereto.

7. Further Assurances and Corrective Instruments. Each party shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any supplement hereto or such further instruments as may reasonably be necessary to correct any inconsistent or ambiguous term hereof. Any supplements or other changes shall be referred to Counsel's office.

8. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
9. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

10. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

State of New Jersey Judiciary  
Vicinage 15  

[Signature: Jason Corter]  
Jason Corter  
Triail Court Administrator  

[Signature: Stephanie Snow]  
Stephanie Snow  
Vicinage Finance Division Manager  

County of Gloucester  

[Signature: Frank J. DiMarco]  
Frank J. DiMarco,  
Director
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY SERVICES FROM MAY 1, 2022 TO APRIL 30, 2024 IN AN AMOUNT NOT TO EXCEED $530,650.51 FOR YEAR ONE AND $570,068.26 FOR YEAR TWO

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the provision of security services at County Parks, pursuant to bid specifications PD-22-013; and

WHEREAS, bids received for such services were publicly opened on March 4, 2022; and

WHEREAS, after following proper public bidding procedure, it was determined that Universal Protection Service, LLC, dba Allied Universal Security Services, with offices at 300 W. Somerdale Road, Voorhees, New Jersey 08224, was the only responsive and responsible bidder to perform said services, in an amount not to exceed $530,650.51 for year one of the contract term and $570,068.26 for year two, with the County maintaining the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Universal Protection Service, LLC, dba Allied Universal Security Services for the provision of security services at County parks from May 1, 2022 to April 30, 2024, pursuant to the bid specifications PD-22-013, at hourly rates established in Contractor bid submission, in an amount not to exceed $530,650.51 for year one and $570,068.26 for year two, with the County maintaining the option to extend the contract for one (1) two-year period or two (2) one-year periods.

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, April 6, 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
UNIVERSAL PROTECTION SERVICE, LLC,
DBA ALLIED UNIVERSAL SECURITY SERVICES

THIS CONTRACT is made effective the 1st day of May, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at 2
South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County”, and
UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY
SERVICES, with offices at 300 W. Somerdale Road, Voorhees, New Jersey 08234, hereinafter
referred to as “Contractor”.

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the
for the provision of security services at County parks, pursuant to bid specifications found at PD
22-013.

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 for the two (2) year period from May 1, 2022 to April
30, 2024.

2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed
$530,650.51 for year one (1) and $570,068.26 for year two (2) of the contract, pursuant to hourly
rates established in Contractor’s response to PD 022-013.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall as set forth in
specifications identified as PD-22-013, which are incorporated herein and made a part hereof by
reference. Should there occur a conflict between this form of contract and the bid documents, the
bid documents shall prevail.

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

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

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

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the 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. **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.

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of
PD 22-013 and Contractor’s bid response. If there is a conflict between this contract and the Bid Specification or the bid response, then this contract and the Bid 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 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:**

**DANIEL ROOSE**

BUSINESS DEVELOPMENT

UNIVERSAL PROTECTION SERVICE, LLC

DBA ALLIED UNIVERSAL SECURITY SERVICES
### Daylight Savings Time Hourly Estimate

<table>
<thead>
<tr>
<th>Park</th>
<th>Hours Per Day</th>
<th>Year 1 Estimate</th>
<th>Year 2 Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atkins (5 am - 11:30pm)</td>
<td>16.5</td>
<td>$560.37</td>
<td>$601.99</td>
</tr>
<tr>
<td>Scotland Run (5:30 am - 9:30pm)</td>
<td>16</td>
<td>$484.64</td>
<td>$520.64</td>
</tr>
<tr>
<td>Red Bank and Greenwich Lake Shore 1 between 2 parks (5:30 am - 9:30 pm)</td>
<td>16</td>
<td>$484.64</td>
<td>$520.64</td>
</tr>
<tr>
<td><strong>Total Estimate Per day</strong></td>
<td><strong>50.5</strong></td>
<td><strong>$1,529.65</strong></td>
<td><strong>$1,643.27</strong></td>
</tr>
</tbody>
</table>

#### Estimate Number of Days in Daylight Saving - Year 1
- **Daylight Saving - Year 1**: 238 days
- **Estimate**: $364,055.51
- **Total**: $391,098.26

#### Estimate Number of Days in Daylight Saving - Year 2
- **Daylight Saving - Year 2**: 238 days
- **Estimate**: $364,055.51
- **Total**: $391,098.26

### Standard Time Hourly Estimate

<table>
<thead>
<tr>
<th>Park</th>
<th>Hours Per Day</th>
<th>Year 1 Estimate</th>
<th>Year 2 Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atkins (6:30 am - 9:30 pm)</td>
<td>17</td>
<td>$514.93</td>
<td>$553.18</td>
</tr>
<tr>
<td>Scotland Run (6 am - 7:30pm)</td>
<td>13.5</td>
<td>$408.62</td>
<td>$438.29</td>
</tr>
<tr>
<td>Red Bank and Greenwich Lake Shore 1 between 2 parks (6 am - 7:30 pm)</td>
<td>13.5</td>
<td>$408.62</td>
<td>$438.29</td>
</tr>
<tr>
<td><strong>Total Estimate Per day</strong></td>
<td><strong>44</strong></td>
<td><strong>$1,332.76</strong></td>
<td><strong>$1,431.76</strong></td>
</tr>
</tbody>
</table>

#### Estimate Number of Days in Daylight Saving - Year 1
- **Estimate Number of Days in Year 1**: 125 days
- **Estimate**: $165,595.00
- **Total**: $178,970.00

#### Estimate Number of Days in Daylight Saving - Year 2
- **Estimate Number of Days in Year 2**: 125 days
- **Estimate**: $165,595.00
- **Total**: $178,970.00

### VARIATIONS
- Average hourly rate over three years is $31.96. Year one hourly rate: $30.25; Year two hourly rate: $32.54; Year three hourly rate: $32.05

### Option to extend for one (1) two (2) year period or two (2)
- Will you extend your prices to local government? Yes
- entities within the County

### Bid Specifications sent to:
- Prime Vendor
- Daleks
- Kats Protective Service

### Based upon the bids received, I recommend Universal Protection Service, LLC dba Allied Universal Security Services be awarded the contract as the lowest, responsive, responsible bidder.

Sincerely,

Kimberly Lorton, Qualified Purchasing Agent

---

PID-23-073
Bid Opening 03/06/2022 10:00am

SPECIFICATIONS FOR PROVIDING SECURITY AT GLOUCESTER COUNTY PARKS

VENDOR: Universal Protection Service, LLC dba Allied Universal Security Services
300 W. Somerset Road
Voorhees, NJ 08043
732-584-7900
908-333-2834

Daniel Rosan, Director Business Development

2/23/2022
RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH RON JAWORSKI’S RIVERWINDS GOLF & TENNIS FROM MAY 6, 2022 TO MAY 5, 2024 AT NO COST TO THE COUNTY

WHEREAS, the County of Gloucester entered into a contract awarded by bid to Ron Jaworski’s Riverwinds Golf & Tennis, 270 Eagle Point Road West Deptford, NJ 08086, for the development and implementation of tennis clinics at James G. Atkinson Park for the period May 6, 2021 to May 5, 2022, pursuant to PD 21-011; and

WHEREAS, said agreement provided the County with the option to extend the contract term for either two (2) one-year periods or one (1) two-year period; and

WHEREAS, the Department of Parks and Recreation has recommended exercising the option to extend the contract for the two-year period from May 6, 2022 to May 5, 2024; and

WHEREAS, the contract is at no cost to the County as participants register and pay directly to Ron Jaworski’s Riverwinds Golf & Tennis; 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 Commissioners of the County of Gloucester that the County does hereby exercise its option to extend the contract with Ron Jaworski’s Riverwinds Golf & Tennis, as recommended by the Department of Parks and Recreation, for the two-year period from May 6, 2022 to May 5, 2024, at no cost to the County; and that the County’s Qualified Purchasing Agent is directed to so inform the Vendor.

ADOPTED at a regular meeting of the Board of Commissioners of the County of Gloucester, held on Wednesday, April 6, 2022, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
PD 21-011

Bid Opening 03/23/2021 10:00am

SPECIFICATIONS AND PROPOSAL FOR AN ORGANIZATION TO DEVELOP AND IMPLEMENT TENNIS CLINICS FOR THE GLOUCESTER COUNTY DEPARTMENT OF PARKS AND RECREATION FOR AGE GROUPS 6- ADULT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-91-GC & 16GLCP

VENDOR:
Riverwinds RJM, LLC
Ron Jaworski's Riverwinds Golf & Tennis
270 Eagle Point Rd
West Deptford NJ 08096
Elizabeth Jaworski, Member
856-848-5700
856-848-1035 Fax

DESCRIPTION

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-10 years old max 24 9-10:30 am - 8 classes</td>
<td>$180.00</td>
<td></td>
</tr>
<tr>
<td>11-15 years old-max 24, 10:30-12:00 p.m. - 8 classes</td>
<td>$180.00</td>
<td></td>
</tr>
<tr>
<td>High School Drill &amp; Play-max 16, 6:30-8:30 p.m.-8 classes</td>
<td>$180.00</td>
<td></td>
</tr>
<tr>
<td>Adults 3.0-3.5 level-max 16, 8:00 -9:30 p.m. Mon &amp; Wed., 4 classes</td>
<td>$90.00</td>
<td></td>
</tr>
<tr>
<td>Adults 4.0-4.5 level-max 16, 8:00-9:30 p.m. Tues &amp; Thurs 4 classes</td>
<td>$90.00</td>
<td></td>
</tr>
</tbody>
</table>

Variations: (if any) 
See Attached Schedule

Bid specifications sent to: Dodge Data and Analytics

The term of the contract shall be for one (1) year from the date of award, with an option to extend the term for one (1) two year extension or two (2) one year extensions.

Will you extend your prices to local government entities within the County
YES

Based upon the bids received, I recommend that we award this bid to Riverwinds RJM, LLC, Ron Jaworski's Riverwinds Golf & Tennis as the lowest, responsive, responsible bidder.

Sincerely,

Kimberly Larter, QPA
RESOLUTION AUTHORIZING PURCHASES FROM IDEMIA IDENTITY & SECURITY USA, LLC VIA STATE CONTRACT FROM APRIL 6, 2022 TO APRIL 5, 2023 FOR A TOTAL AMOUNT OF $22,953.00

WHEREAS, the County of Gloucester (hereinafter "County"), through the Office of the Prosecutor has a need to purchase one (1) LiveScan desktop and one (1) duplex black and white fingerprint card printer with double-sided card printing, installation, on-site training, and one (1) year warranty; and

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

WHEREAS, it has been determined that the County can purchase said materials, supplies and equipment via State Contract 18-TELE-00671, from Idemia Identity & Security USA, LLC of 5515 E. LaPalma Avenue, Suite 100, Anaheim, CA 92807 as per Vendor’s quote dated February 28, 2022; and

WHEREAS, the County Treasurer has certified the availability of funds for the total amount of $22,953.00, pursuant to C.A.F. Number 22-02186, which shall be charged against budget line item 2-01-44-903-001-20204.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of one (1) LiveScan desktop and one (1) duplex black and white fingerprint card printer with double-sided card printing, installation, on-site training, and one (1) year warranty is hereby authorized from Idemia Identity & Security USA, LLC via State Contract 18-TELE-00671, for a total amount of $22,953.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
## County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

---

### PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**NO.** 22-02186

**ORDER DATE:** 03/08/22  
**REQUISITION NO:** R2-01807  
**DELIVERY DATE:**  
**STATE CONTRACT:** 18-TELE-00671  
**ACCOUNT NUM:**

---

### VENDOR:

**VENDOR #:** IDEMI010  
**IDEZIA IDENTITY& SECUR USA LLC**  
5515 E. LA PALMA AVENUE  
SUITE 100  
ANAHEIM, CA 92807

**SALES TAX ID #** 21-6000860

---

### QTY/UNIT | DESCRIPTION                                                                 | ACCOUNT NO. | UNIT PRICE | TOTAL COST |
---|---|---|---|---|
1.00 | Live Scan System Desktop  
Item #7  
204-96-083963 | 2-01-44-903-001-20204  
Other Equipment | 21,532.0000 | 21,532.00 |
1.00 | Duplex Black and White  
Fingerprint Card Printer, Double-sided card printing  
Item # 37  
204-96-083970 | 2-01-44-903-001-20204  
Other Equipment | 1,421.0000 | 1,421.00 |

**TOTAL** 22,953.00

---

### CLAIMANT'S CERTIFICATE & DECLARATION

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

X

VENDOR SIGN HERE  
DATE

---

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

---

MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS

---

### RECEIVER'S CERTIFICATION

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

---

### APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---

TREASURER / CFO  
DATE

---

QUALIFIED PURCHASING AGENT  
DATE

---

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
IDEelia is pleased to provide Gloucester County Prosecutor with the following price quote for the IDEELIA LiveScan System. Since 1999, IDEELIA has been the State of New Jersey AFIS provider. In 2012, IDEELIA was awarded the State of New Jersey Live Scan Contract. This Contract is renewed through January 30, 2023 - Contract #T3083.

Please note the purchase price of all Live Scan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.

IDEELIA’s fully integrated LiveScan solution provides Gloucester County Prosecutor the following features and benefits:

- Single-source vendor for all components of the Live Scan solution, including the AFIS Interface
- Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- Digital image capture of upper, lower and writer’s palms, slaps and rolls
- Fingerprinting and mugshot capture seamlessly integrated into the same interface
- Certification to the FBI’s Electronic Fingerprint Transmission Specifications
- Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- All Live Scan Systems include on-site installation and training
- Purchase price includes 3 years of next-day on-site support and parts replacement
- Eliminate all RFP associated costs by purchasing Live Scan system from the State of New Jersey State Contract
State of New Jersey Trusted Identification Partner for 33 Years

Since 1989, IDEMIA has been the sole provider of the AFIS System in place at the New Jersey State Police. IDEMIA is the only vendor who can deliver a Live Scan system that is 100% compatible with the NJSP system. In fact, IDEMIA Live Scan systems use the same AFIS quality checking algorithms to ensure Gloucester County Prosecutor can submit the highest-quality prints to NJSP and FBI IAFIS/NGI.

Figure 1 shows a map of the state of New Jersey with IDEMIA Live Scan installations.

650+ IDEMIA Live Scans installed in the State of New Jersey

IDEMIA’s In-State Support Organization is dedicated solely to the support of New Jersey customers. Our Organization includes both a Live Scan Support Team and an AFIS Support Team managed by the IDEMIA Operations Manager who is also located in New Jersey.

IDEMIA’s approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA’s ongoing commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Figure 2. IDEMIA's dedicated In-State New Jersey Support Team
**Note: Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new Live Scan System. Please refer to Pricing Table 3 for supported Printer pricing.**

---

**Tenprint/Palmprint Capture with Integrated MugPhoto – Tables 1 – 2**

### Table 1

<table>
<thead>
<tr>
<th>New Jersey Code</th>
<th>Comm. Code</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #7</td>
<td>TPLS-OPT7004-00</td>
<td>1</td>
<td>Live Scan System Desktop to include:</td>
<td>$21,532.00</td>
</tr>
<tr>
<td>204-96-0833863</td>
<td>TPLS-OPT7004-Y2</td>
<td></td>
<td>♦ Live Scan System Software License**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TPLS-OPT7004-Y1</td>
<td></td>
<td>♦ Tenprint/Palmprint 500PPI Scanner</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ Computer, monitor, keyboard</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ Signature Capture Pad</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ Integrated Mug Photo Capture (Digital camera, Software)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ NJ specific transmission Software</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Installation / On-site Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Warranty:</strong> 1 Year On-site Advantage Solution, 9X5 (Year 1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Maintenance:</strong> 2 additional Years - On-site Advantage Solution, 9X5 (Year 2-3)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Freight</td>
<td></td>
</tr>
</tbody>
</table>

| Item #7 | TPLS-OPT7004-00 | Annual Maintenance – starting in Year 4 | |
| | | **Maintenance:** On-site Advantage Solution, 9X5 | $2,630.00 |

*Please see Table 3 Options for Printer pricing*

---

### Table 2

<table>
<thead>
<tr>
<th>New Jersey Code</th>
<th>Comm. Code</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #23</td>
<td>TPLS-OPT712-00</td>
<td>1</td>
<td>Live Scan System Cabinet (fixed-height) to include:</td>
<td>$24,032.00</td>
</tr>
<tr>
<td>204-10-0633574</td>
<td>TPLS-OPT712-Y2</td>
<td></td>
<td>♦ Live Scan System Software License**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TPLS-OPT712-Y3</td>
<td></td>
<td>♦ Tenprint/Palmprint 500PPI Scanner</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ Computer, monitor, keyboard</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ Ruggedized fixed-height Cabinet</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ Signature Capture Pad</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>♦ NJ specific transmission Software</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Integrated Mug Photo Capture (Digital camera, Software)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Installation / On-site Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Warranty:</strong> 1 Year On-site Advantage Solution, 9X5 (Year 1)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Maintenance:</strong> 2 additional Years - On-site Advantage Solution, 9X5 (Year 2-3)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Freight</td>
<td></td>
</tr>
</tbody>
</table>

| Item #23 | TPLS-OPT712-00 | Annual Maintenance – starting in Year 4 | |
| | | **Maintenance:** On-site Advantage Solution, 9X5 | $2,630.00 |

*Please see Table 3 Options for Printer pricing*

---

**IDEMIA's Standard Warranty and Maintenance support includes remote dial-in AND on-site support services.**

Current shipment of Palm Capture Systems is approximately 120+ days after IDEMIA receipt of purchase order.

Live Scan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.

**Purchase includes New Live Scan Software; timeframe on deployment of New Live Scan Software is based on a future "when released" date.**
Options and Pricing
IDEMIA equipment and service options and pricing described in Table 3.

<table>
<thead>
<tr>
<th>Item #37</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>TPLK-DGPG00-00</td>
<td>1</td>
<td>Duplex Black &amp; White Fingerprint Card Printer, Double-sided card printing</td>
<td>$1,421.00</td>
</tr>
<tr>
<td>TPLK-DGPG00-01</td>
<td>1</td>
<td>Installation / On-site Training</td>
<td></td>
</tr>
<tr>
<td>TPLK-DGPG00-02</td>
<td>1</td>
<td>Warranty: 1 Year On-site Advantage Solution, 9X5 (Year 1)</td>
<td></td>
</tr>
<tr>
<td>TPLK-DGPG00-03</td>
<td>1</td>
<td>Maintenance: 2 additional Years - On-site Advantage Solution, 9X5 (Year 2-3)</td>
<td></td>
</tr>
<tr>
<td>TPLK-DGPG00-01</td>
<td>1</td>
<td>Freight</td>
<td></td>
</tr>
<tr>
<td>TPLK-DGPG00-02</td>
<td>1</td>
<td>Annual Maintenance – starting in Year 4</td>
<td></td>
</tr>
<tr>
<td>TPLK-DGPG00-03</td>
<td>1</td>
<td>Maintenance: On-site Advantage Solution, 9X5</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

NOTE: Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new Live Scan System.

Customer Responsibilities
Gloucester County Prosecutor is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtaining of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from NJSP).
- Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS.
- This includes establishing a network connection and user agreement with NJSP.
- Installation, testing and troubleshooting any network communication connections, lines and/or Gloucester County Prosecutor network devices.
- Note: Printer supplies such as ink and toner cartridges (consumables) are Gloucester County Prosecutor responsibility. IDEMIA does not offer or resell these items.

Assumptions
In developing this proposal, IDEMIA has made the following assumptions:

- Should Gloucester County Prosecutor desire or require the ability to interface the proposed IDEMIA LiveScan with an RMS, IDEMIA will provide Gloucester County Prosecutor an Interface Control Document (ICD) in which the Gloucester County Prosecutor RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, IDEMIA can analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the Gloucester County Prosecutor RMS.
- An inter-agency agreement between Gloucester County Prosecutor and NJSP will be in place.
- Gloucester County Prosecutor will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new Live Scan System. Please refer to Pricing Table 3 above for supported Printer pricing.
- On-site Installation Services will be scheduled after network connectivity to NJSP has been established and verified.

Installation is contingent upon Gloucester County Prosecutor establishing a network connection and user agreement with the New Jersey State Police (NJSP). Gloucester County Prosecutor shall be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. Permission from the NJSP is required for access to their AFIS network.

The MugPhoto system interfaces directly with the Live Scan Booking System. Front and side profile mug shots are captured through the Live Scan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through SBI # from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the Gloucester County Prosecutor CJIS terminal. An interface can be set up to store the mug shots locally, but the majority of the work in setting up this type interface will need to be completed by Gloucester County Prosecutor IT staff.

Reference: IDNJ-L022822-01
Idemia Identity & Security USA LLC • 5615 East La Palma Avenue, Suite 100, Anaheim, CA 92807 • www.na.idemia.com
transmit the ANSI/NIST records to a local Gloucester County Prosecutor-specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of Gloucester County Prosecutor.

Price quote Expiration: January 30, 2023

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail. Prices are exclusive of any and all state, or local taxes, or other fees or levies. Please direct all order questions and correspondence, including Purchase Order, to:

Jayne Goodall  
IDEMIA  
5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807  
Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,

Casey Mayfield  
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC
**Advantage Solution Support – New Jersey**

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 3 years from the date of installation.

<table>
<thead>
<tr>
<th>Support Features</th>
<th>Warranty Period</th>
<th>Post Warranty</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Software Support 24x7</strong></td>
<td>Included in Warranty</td>
<td>Available for purchase</td>
</tr>
<tr>
<td>Unlimited Telephone Technical Support</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>1 Hour Telephone Response Time</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Remote Dial-in Analysis</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Software Standard Releases</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Software Supplemental Releases</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Automatic Call Escalation</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Software Customer Alert Bulletins</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Hardware Support – On-site 9X5 (8 am-5 pm M-F) Customer Local Time</strong></td>
<td>Included in Warranty</td>
<td>Available for purchase</td>
</tr>
<tr>
<td>On-Site Response</td>
<td>4-hours</td>
<td>✓</td>
</tr>
<tr>
<td>On-Site Corrective Maintenance</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>On-Site Parts Replacement</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Preventive Maintenance</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Escalation Support</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Hardware Service Reporting</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Hardware Customer Alert Bulletins</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td><strong>Parts Support</strong></td>
<td>Included in Warranty</td>
<td>Available for purchase</td>
</tr>
<tr>
<td>Advanced Exchange Parts Replacement</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Telephone Technical Support for Parts Replacement</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Parts Customer Alert Bulletins</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
Attachment A

Terms

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for Gloucester County Prosecutor database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. IDEMIA assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Purchase orders should include the reference **New Jersey State Contract #T3083** and should be sent to IDEMIA by electronic mail or United States postal mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall  
IDEMIA  
5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807  
Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311

Product purchase shall be governed by **New Jersey State Contract #T3083**. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided and order fulfillment will commence upon receipt of Purchase Order from Gloucester County Prosecutor.
By signing this signature block below, Gloucester County Prosecutor agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these products and services:

Please ensure that Gloucester County Prosecutor references New Jersey State Contract # T3083 on the Purchase Order.

Signature Authorization for Order:

Signature

Name FRANK J. DiMARCO, DIRECTOR

Date

Total Purchase Price (including any Options): $

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:


Billing Contact name

Telephone number ( )

Email

Check If Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):


Technical Contact name

Telephone number ( )

Email
RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC. FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 FOR $110,000.00

WHEREAS, the County of Gloucester has a need for the professional services of a specialized broker for individual and aggregate excess loss medical insurance coverage for inmates on behalf of the Department of Correctional Services; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended that said services be provided by William R. Carey & Company, Inc. of 140 West Allendale Avenue, Allendale, NJ 07401; 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, and further, the services related to this contract are an exception to the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(m); and

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

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $55,000.00 for the first installment, pursuant to C.A.F. Number 22-02238, which amount shall be charged against budget line item 2-01-23-210-011-20250; and, the second installment of $55,000.00 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 contract with William R. Carey & Company, Inc. for specialized broker services as referenced herein above for the County Department of Correctional Services, from March 1, 2022 to February 28, 2023 for a total amount of $110,000.00, with $55,000.00 payable at inception; and

BE IT FURTHER RESOLVED that upon adoption of the final 2022 County budget, a Certificate of Availability of Funds shall be obtained from the County Treasurer certifying that sufficient funds are available at that time for the remainder of the payment due, and identifying the line item of the County budget out of which said funds will be paid; and

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
# County of Gloucester Purchasing Department

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

## PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**NO.** 22-02238

**ORDER DATE:** 03/09/22  
**REQUISITION NO:** R2-02047  
**STATE CONTRACT:**  
**ACCOUNT NUM:**

---

**VENDOR #:** WILLI90

**WILLIAM R. CAREY & CO. INC.**  
140 WEST ALLENDALE AVENUE  
ALLENDALE, NJ 07401

---

**SALES TAX ID # 21-6000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| 1.00     | INMATE MEDICAL INSURANCE  
EFFECTIVE MARCH 1, 2022-2023  
POLICY PROVISIONS PER RENEWAL OPTION 2  
FIRST INSTALLMENT | 2-01-23-210-001-20250 Insurance | 55,000.0000 | 55,000.00  |

**TOTAL** 55,000.00

---

**CLAIMANT’S CERTIFICATE & DECLARATION**

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

X

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

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

---

**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

[Signature]

TREASURER / CFO  
QUALIFIED PURCHASING AGENT

---

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
WILLIAM R. CAREY & COMPANY, INC.

THIS CONTRACT is effective the 6th day of April, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and WILLIAM R. CAREY & COMPANY, INC., with offices at 140 West Allendale Avenue, Allendale, NJ 07401, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional services regarding the provision of individual and aggregate excess loss medical insurance coverage for inmates on behalf of the Department of Correctional Services; and

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

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of the Contract shall be from March 1, 2022 to February 28, 2023.

2. COMPENSATION. Contractor shall be compensated in a total contract amount of $110,000.00, with an initial payment of $55,000.00 due upon execution of the Contract, and the balance of $55,000.00 due on May 1, 2022 as per premium payment terms, contingent upon final adoption of the 2022 County budget.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.
Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the provision of specific and aggregate excess loss medical insurance coverage for inmates on behalf of the Department of Correctional Services as per the policy terms set forth in UMR: B0572NA21C587, which is incorporated by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in RFP-22-023.

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

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

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

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

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.
e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract
taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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. **CONTRACT PARTS.** This Contract consists of this Contract document and policy number UMR: B0572NA21C587RFP-21-055.

**THIS CONTRACT** is dated this 6th day of April, 2022.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

Laurie J. Burns, 
Clerk of the Board

Frank J. Dimarco, Director

**ATTEST:**

William R. Carey & Company, Inc.

____________________________

By: Michael Carey
Title:
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<th><strong>RISK DETAILS</strong></th>
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**UNIQUE MARKET REFERENCE:** B0572NA21C587  
**TYPE:** SPECIFIC AND AGGREGATE MEDICAL EXCESS OF LOSS  
**ASSURED:** Gloucester County Jail  
**ADDRESS:** 2 South Broad Street, Woodbury, NJ 08096, U.S.A.  
**PERIOD:** 
From: 1st March, 2022  
To: 28th February, 2023  
Both days inclusive at Local Standard Time at the address of the Assured.  
**INTEREST:** Reimbursement of Medical Expenses paid in respect of inmates at both in and out of network.  
**SUM INSURED:**  
| **A) SPECIFIC:** | USD 955,000 any one person in Excess of USD 45,000 deductible any person, USD 60,000 deductible any one person for claims arising from Covid-19 |
| **B) AGGREGATE:** | USD 1,000,000 for the location in excess of 100% of attachment factor or USD 500,000 whichever the greater. Attachment factor USD 7 per inmate per day |

**SITUATION:** U.S.A and/or territories and possessions.  
**CONDITIONS:** Coverage is in respect of Inmates only, as per Self-Funded Medical and Hospitalisation Benefit. (Specific and Aggregate Excess) insurance wording attached.  
Cover in respect of Covid-19, as defined herein, is limited to specific only with a USD 60,000 deductible any one person. There is contribution towards the aggregate for claims arising from Covid-19 including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organisations.  
Burlington County - Managed by AmeriHealth  
Camden County - Self Insured with discounts  
Middlesex County - Managed by CFG Health Services  
Essex County Jail - Managed by CFG Health Services  
Mercer County Prison - Managed by CFG Health Services  
Salem County Correctional Facility - Managed by AmeriHealth  
Community Education Center  
"Bo" Robinson Assessment and Treatment Center
Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Burlington County - Managed by AmeriHealth
Camden County – Self Insured with discounts
Middlesex County – Managed by CFG Health Services

Including female inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Camden County – Self Insured with discounts
Salem County – Managed by AmeriHealth.

Costs incurred during the period of insurance and invoiced and advised to Underwriters during the period of insurance or the six months immediately thereafter.

Sanction Limitation and Exclusion Clause as attached.

Cyber Risks endorsement – personal accident only LMA5422 (amended) as attached

**Change of Contractors**
In the event of a change in contractor named above and assuming a replacement contractor is appointed, Underwriters will maintain cover as is for 30 days as they review the new contractor. After the 30 days, new terms will be offered, and client will have an opportunity to cancel prorate if they do not accept the new terms, unless claims have occurred.

**Profit Commission**
There shall be allowed to the Assured a Profit Commission amounting to 32.50% of the Gross Premium paid by the Assured less 45% and less the amount of claims paid and/or outstanding. The Profit Commission will be payable only if coverage is renewed with William R. Carey & Co., Inc. At the close of the period of Insurance the Assured shall produce a statement detailing the above.

In the event of the statement showing claim(s) paid or outstanding and a Profit Commission not being allowable, such claim(s) shall be brought into the year end statement(s) for the ensuing Period(s) of Insurance but not beyond the Statement for the third annual Period of Insurance beyond which the claim(s) occurred.

In the event of a claim, or claims, being settled after a Profit Commission has been paid in respect of the Period of Insurance to which such claim or claims, attach, the Profit Commission shall be immediately adjusted and any additional Profit Commission paid to the Assured, or any amount due to the Underwriters repaid, as applicable.

**NOTICES:**
None.
EXPRESS WARRANTIES: None, other than may appear in the standard attached policy wording.

CONDITIONS PRECEDENT: None, other than may appear in the standard attached policy wording.

SUBJECTIVITIES: This policy is subject to confirmation within 14 days of inception that claim reference 2019080013038 has been duplicated in error. Failure to comply with this subjectivity will entitle underwriters to reconsider terms and conditions.

CHOICE OF LAW & JURISDICTION: This insurance shall be governed by and construed in accordance with the laws of the state of New Jersey.

SERVICE OF SUIT CLAUSE (U.S.A.) as per ITEM 7 of the attached wording

PREMIUM: Specific and Aggregate Premium - MINIMUM AND DEPOSIT USD 110,000.00

Adjustable at expiry at the rate USD 1.40 per inmate, per day payable as an additional premium.

PREMIUM PAYMENT TERMS: Payable USD 55,000 at inception and USD 55,000 on 1st May, 2022, as Additional Premium.

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: None

TAXES PAYABLE BY INSURERS AND ADMINISTERED BY ASSURED OR THEIR AGENT: None applicable

RECORDING, TRANSMITTING AND STORING INFORMATION: Where Tysers maintains risk and claim data / information / documents, Tysers may store data / information / documents electronically.

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the insurer(s), and constitutes the contract document.
Any further documentation changing this contract, agreed in accordance with the contract provisions set out in this contract, shall form the evidence of such change.

INFORMATION

SCHEDULE

SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

ITEM 1: ASSURED - Gloucester County Jail

ITEM 2: ADDRESS - 2 South Broad Street, Woodbury, NJ 08096, U.S.A.

ITEM 3: PERIOD - From: 1st March, 2022
To: 28th February, 2023
Both days inclusive at Local Standard Time at the address of the Assured.

ITEM 4: RETENTION BY ASSURED - A) SPECIFIC:
Per Person: USD 45,000

Cover in respect of Covid-19, as defined herein, is limited to specific only with a USD 60,000 deductible any one person. There is contribution towards the aggregate for claims arising from Covid-19

B) AGGREGATE
Either 100% of Attachment Factor or USD 500,000 whichever the greater.

ITEM 5: LIMIT- A) SPECIFIC:
USD 955,000 any one person in Excess of USD 45,000 deductible any one person.

B) AGGREGATE:
USD 1,000,000 for the location in excess of 100% of attachment factor or USD 500,000 whichever the greater. Attachment factor USD 7 per inmate per day

ITEM 6: MAXIMUM BENEFIT ANY ONE COVERED INMATE - A) USD 955,000.00

ITEM 7: ATTACHMENT FACTOR - B) USD 7 per inmate per day

ITEM 8: MINIMUM AND DEPOSIT PREMIUM - A) USD 99,000.00
B) USD 11,000.00
USD 55,000 at inception and USD 55,000 on 1st May 2022, as Additional Premium.
ITEM 9: ADJUSTABLE PREMIUM RATES PER INMATE PER DAY - USD 1.40

Final adjustment calculation due to underwriters 1st September 2023.

ITEM 10: CLAIMS ADMINISTRATOR –

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Burlington County - Managed by AmeriHealth
Camden County – Self Insured with discounts
Middlesex County – Managed by CFG Health Services
Salem County Correctional Facility – Managed by AmeriHealth
Essex County Jail – Managed by CFG Health Services
Mercer County Prison – Managed by CFG Health Service Community Education Center
"Bo" Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Burlington County - Managed by AmeriHealth
Camden County – Self Insured with discounts
Middlesex County – Managed by CFG Health Services
Including female inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Camden County – Self Insured with discounts
Salem County – Managed by AmeriHealth.

ITEM 11: ORDER HEREON 100% of 100%

ITEM 12: PERSONS UPON WHOM SERVICE OF PROCESS MAY BE SERVED -

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue,
East Tower, 25th Floor
New York,
NY 10017
SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

INSURING CLAUSE:

In consideration of the premium being paid Underwriters agree, in accordance with and subject to the terms, conditions, warranties and exclusions contained herein, to reimburse the Assured named in Item 1 of the schedule hereof for that portion of Eligible Medical Expenses claims in accordance with the terms and provisions of the Assured's Self-Funded Medical and Hospitalisation plan (herein after referred to as "the Program") which are incurred, as defined herein, by Covered Inmates, as defined herein, during the Period of Insurance, as specified in Item 3 of the Schedule, and invoiced, as defined herein, during the Period of Insurance, or the 6 months immediately thereafter, which exceed the Retention by the Assured specified in Item 4 of the Schedule, up to but not exceeding the Limit of Underwriters' Liability specified in Item 5 of the schedule. Final adjustment at 1st September 2022.

I. SPECIFIC EXCESS OF LOSS

Underwriters agree to reimburse the Assured in respect of any one covered inmate for incurred Claims paid by the Assured in respect of such covered inmate during the Period of Insurance which exceed the Retention by Assured specified in Item 4 (a) of the Schedule, up to, but not exceeding, the Limit of Underwriters' Liability specified in item 5 (a) of the Schedule.

II. AGGREGATE EXCESS LOSS

Underwriters agree to reimburse the Assured for incurred Claims paid by the Assured during the Period of Insurance, less any amounts paid in respect of any one covered Inmate in excess of the amount specified in item 4 (a) of the schedule which exceed the Retention by the Assured specified in Item 4 (b) of the Schedule, up to, but not exceeding the Limit of Underwriters Liability specified in Item 5 (b) of the Schedule.

DEFINITIONS:

INCURRED: A claim is incurred on the date a medical service is rendered or supply is purchased by or on behalf of a Covered Inmate.

INVOICED: A claim is invoiced on the date the medical supplier issues its invoice.

PAID: A claim is paid on the date the Assured issues its payable check, provided such check is promptly transmitted to the payee and is paid upon presentment.

COVERED INMATE: A Covered Inmate is an inmate who is over the age of 18 who is under the direct supervision, custody and control of the Assured.

COVID-19: a) Coronavirus disease (COVID-19);
   b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
   c) any mutation or variation of SARS-CoV-2;

EXCLUSIONS:

The following shall be excluded and shall not apply to the satisfaction of the Retention by Assured or any claim hereunder:

a. Any and all charges which are not specifically included as Eligible Medical Expenses claims in the Program.
b. Any and all charges which are specifically excluded in the Program.

c. Any and all charges which are Incurred prior to or subsequent to the Period of
   Insurance.

d. Any and all charges which are invoiced after 6 months immediately following the
   Period of Insurance and have not been previously advised to Underwriters
   hereunder.

e. Any and all charges which are incurred after the covered Inmate has been
   released from the custody and control of the Assured.

f. Any and all charges which the Assured is not legally obligated to pay.

g. Any and all charges arising out of or caused by or contributed to or in
   consequence of War, Hostilities (whether war be declared or not), Invasion or
   Civil War.

h. Any and all charges which are recoverable from, or attributable to, any other
   medical or hospitalisation benefit plan or insurance.

i. Any and all charges arising from injuries or illness arising out of or in the course
   of any occupation or employment for wage or profit or for which the covered
   person is entitled to benefits under any Workers Compensation or Occupational
   Disease law, but this exclusion does not apply to injuries or illness arising from
   prison supervised work details.

j. Any and all costs for treatment carried out in any prison facility.

k. Any payment of, or on account of, punitive or exemplary damages.

CONDITIONS PRECEDENT:

The following are conditions precedent to Underwriters liability under this Insurance:

1. PREMIUM:

   A) Payment - The Assured shall pay to Underwriters the Deposit Premium on
      the Due Date(s) and in the amount specified in Item 8 of the Schedule. The
      Actual Premium payable by the Assured is to be calculated at the Adjustable
      Premium Rate specified in Item 9 of the Schedule. If, as of the expiration of
      this Insurance the actual Premium so calculated exceeds the Deposit
      Premium paid by the Assured, the Assured will remit the difference to
      Underwriters on or before the Due Date(s) of Adjustment specified in Item 9
      of the Schedule. If, as of the expiration of this insurance, the Deposit Premium
      paid by the Assured exceeds the actual Premium due, Underwriters will
      promptly refund the difference to the Assured; however, in no event shall the
      actual Premium be less than the Minimum Premium specified in Item 8 of the
      Schedule.

   B) Overdue instalment - In consideration of the concession by Underwriters that
      the Premium for this Insurance may be paid in instalments and/or may be
      adjustable as detailed herein, it is hereby agreed by the Assured that in the
      event of the failure by the Assured or their authorised representative to pay
      any such Premium instalment or such additional Premium which may be due
      in accordance with the premium adjustment provisions herein within 30 days
      of the due date then this Insurance may be cancelled by the Underwriters as
      at the due date of said delinquent Premium instalment or additional Premium
      as the case may be, in accordance with the provisions of General Conditions
      4 – Cancellation of Insurance
2. ADMINISTRATION OF CLAIMS:

Payments of Eligible Medical Expense claims shall be administered by the person or persons designated as claims Administrator in Item 10 of the schedule. Costs of the services so provided shall be borne by the Assured.

The Assured shall appoint the Claims Administrator designated in Item 10 of the Schedule to:

a. Supervise the administration and adjustment of all claims and verify their validity accuracy and computation; and

b. Maintain accurate records of all claim payments; and

c. Submit reports to Underwriters, within 90 days of the close of the a) third calendar quarter and b) within 150 days of forth calendar quarter giving details of:

1. The total claims paid during the respective periods;

2. The total number of Covered Inmates during each month;

3. All claims where the total aggregate sum paid in respect of the Covered Inmate exceeds 100.00% of the Retention by the Assured. Details must include the name or unique identifying inmate number of the Covered Inmate, the date such person became a Covered Inmate, the date of the accident or the date illness first manifested itself, the nature of the injury or illness and the estimated likely total cost of the claim.

The Assured shall be responsible at their own cost and expense for the investigations, settlements or defence of any claims made or suit brought or proceedings instituted against the Assured.

Underwriters, at their own election and expense, shall have the right to participate with the Assured in the defence or appeal of any action, suit or proceedings as a result of which they may in their sole judgement, become liable for payment under this insurance.

3. NOTIFICATION OF CLAIMS:

The Assured shall notify the Claims Administrator named in Item 10 of the Schedule prior to the transfer of any Covered Inmate to any Hospital. In the case of an emergency, where prior notification is not practical or possible, the Assured shall provide notification within 48 hours of the transfer or any Covered Inmate.

It is understood and agreed that the Assured hereby waives any rights to recovery from Underwriters for any reimbursement of any payment otherwise recoverable from them where notification to the Claims Administrator has not been tendered within the stated agreed time frame.
GENERAL CONDITIONS

1. LOSS PAYMENTS

In the event of any reimbursement being claimed under this insurance:

a. The Assured shall submit full details of the incurred Eligible Medical Expenses which have resulted in reimbursement being claimed hereunder to Underwriters for their agreement. Further, the Assured shall co-operate in every reasonable respect with the Underwriters and the Claims Administrator in the adjustment and computation of any claim for reimbursement made against Underwriters.

b. The Underwriters shall reimburse the Assured promptly for such valid amounts due.

2. SUBROGATION

The Assured undertakes to co-operate with Underwriters in the prosecution of any and all valid claims that they may have against third parties arising out of any occurrence which results or may result in a loss payment by the Assured or Underwriters and to account for any amounts recovered on the basis that Underwriters shall be entitled to recover first in full any sums paid by them before the Assured shares in any amount so recovered.

Should the Assured fail to prosecute any valid claims against third parties and Underwriters hereupon become liable to make payments to the Assured under the terms and conditions of this insurance then Underwriters shall be subrogated to all rights of the Assured. Any amount recovered by Underwriters shall be used to pay the expenses of collection and reimbursement of Underwriters for any amount that they may have paid or become liable to pay to the Assured. Any remaining amounts shall be paid to the Assured.

3. OTHER INSURANCE

Underwriters shall not reimburse the Assured if, at the time of payment of any claim, there is other insurance which would, or would but for the existence of this insurance, reimburse the Assured or the covered inmate except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

4. CANCELLATION OF INSURANCE

It is understood that, in addition to any cancellation pursuant to Conditions Precedent 1.B, this insurance may be cancelled by Underwriters in the event that the Assured is in breach of any other Warranty or condition, by giving 30 days written notice of such cancellation to the Assured or their authorised representative. If this insurance is cancelled it is agreed that:

a) The effective date of cancellation shall then automatically become the new effective expiry date of the Period of Insurance.

b) The Sums specified under Item 4 (Retention by Assured) and Item 5 (Limit of Underwriters' Liability) remains as specified.

c) The Assured shall pay to Underwriters any Deposit Premium or Premium instalment due but not paid at the effective date of cancellation.
5. INSPECTION AND AUDIT

Underwriters or their duly authorised representatives shall be permitted at all reasonable times during usual business hours during the Period of Insurance and up to two years after the termination of this Insurance, to examine and audit the books and/or records of the Assured and the Claims Administrator so far as they relate to this insurance and Underwriters' Liability and Premium.

6. ASSIGNMENT CHANGE OF WAIVER

No assignment of the Assured's interests hereunder shall be binding on Underwriters. The terms of this insurance shall not be waived or changed except by the express written agreement of Underwriters.

7. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such a suit may be made upon the person specified in Item 12 of the Schedule, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above mentioned are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designated the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

8. MISREPRESENTATION

This insurance shall provide no indemnity if the Assured makes any misstatement or concealment or commits fraud, either in the application which forms a part of this policy or in relation to any statement, warranty or declaration made by the Assured or their authorised representative, whether in writing or otherwise to Underwriters or their representatives, or in connection with the making of any claim hereunder.
9. **INSOLVENCY**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Assured or the Claims Administrator shall not impose upon Underwriters any liability other than the liability in excess of the amount of the Retention by the Assured specified in Item 4 of the amount of the Retention by the Assured specified in Item 4 of the Schedule and not greater than the Limit of Underwriters’ Liability specified in Item 5 of the Schedule.

10. **INTERMEDIARIES CLAUSE**

WILLIAM R CAREY & CO., INC, 140 West Allendale Avenue, Allendale, NJ 07401, are recognised as the Brokers negotiating this insurance through whom all transactions and communications between the parties hereto shall be transmitted.

11. **ERRORS AND OMISSIONS CLAUSE**

It is hereby declared and agreed that any inadvertent delays, omissions or errors made in connection with this insurance shall not be held to relieve either of the parties hereto from any liability which would have attached to them hereunder if such delay, omissions or error had not been made, provided rectification be made upon discovery, and it is further agreed that in all things coming within the scope of this insurance the insurers shall share to the extent of their interest the fortunes of the Assured.

12. **ARBITRATION CLAUSE (LLOYD’S)**

If any dispute shall arise between the Assured and the insurers with reference to the interpretation of this insurance or the rights with respect to any transaction involved, the dispute shall be referred to two Arbitrators, one to be chosen by each party and such Arbitrators shall first choose an Umpire. If they are unable to agree upon an Umpire, they shall appeal to the Chairman of the Committee of Lloyd’s to nominate him and in the event of the said Arbitrators not agreeing, the decision of the said Umpire shall be final and binding upon all parties. The Arbitrators and the Umpire shall interpret this insurance as an honourable engagement and they shall make their award with a view to affecting the general purpose of this insurance in a reasonable manner rather than in accordance with a literal interpretation of the language. Said Arbitration shall take place in London and the costs thereof shall be in the discretion of the Court of Arbitration.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100
Cyber Risks Endorsement (Personal Accident only)

Any benefits for Medical Expenses caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the insured or any other party.

LMA5422
28 February 2020 (amended)
SECURITY DETAILS

INSURER'S LIABILITY: LMA3333 - (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.
ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)Assured and all (re)insurers whose lines are to be varied. The variation to the contracts will taken effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.
RESOLUTION AUTHORIZING EXECUTION OF THE 2021-2022 TITLE IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT AND ACCEPTANCE OF REIMBURSEMENT FUNDS FOR THE TERM OCTOBER 1, 2021 TO SEPTEMBER 30, 2022

WHEREAS, the County of Gloucester ("County") through the County Sheriff’s Department annually enters into a Title IV-D NJKIDS Reimbursement Agreement 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 Department regarding arrest services where bench warrants have been issued pertaining to child support and paternity matters; and

WHEREAS, the County has received the 2021-2022 Title IV-D NJKIDS Reimbursement Agreement reflecting a cost allocation of $544,144.00, which will provide reimbursement to the Sheriff’s Department at a percentage based on employee salaries, the number of individuals arrested, and the amount of child support collected by the courts for the term October 1, 2021 to September 30, 2022; and

WHEREAS, the County Sheriff’s Department 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 Title IV-D NJKIDS Reimbursement Agreement for the term October 1, 2021 to September 30, 2022, and that the County hereby accepts the reimbursement funds to be received based on the percentage of arrest services completed during said term; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby confirms that the County Sheriff’s Department is designated with the responsibility for implementation of and compliance with all requirements set forth by the New Jersey Department of Human Services, Division of Family Development, pertaining to the Title IV-D NJKIDS Reimbursement Agreement.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 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  
☑ RENEWAL  
☐ AMENDMENT  
☐ CONTRACT  
☑ INTERAGENCY/AGREEMENT  
☐ GRANT/WAIVER APPLICATION

Descriptive Title:  Gloucester County Title IV-D Reimbursement Agreement

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  
Frank DiMarco, County Executive  
Chad Bruner, County Administrator  
Jonathan Sammo, County Sheriff

Signature Deadline:  Non Specified

Terms of Contracts:  October 1, 2021 thru  
September 30, 2022

Costs:  $544,144.00

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 workload 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.

**1. 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 receiving 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

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 receipting 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 negotiated 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 Officer 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. Special 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.
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES AND ACCEPTANCE OF THE CHILD ADVOCACY DEVELOPMENT GRANT FOR THE PERIOD JANUARY 1, 2022 TO JUNE 30, 2022 FOR AN AMOUNT UP TO $100,000.00

WHEREAS, the Gloucester County Prosecutor’s Office seeks to submit a proposal to the New Jersey Department of Children and Families (“DCF”), as an applicant for the competitive Child Advocacy Development Grant for available funding up to $665,461.89, with DCF reserving the right to fund all or a portion of a proposal up to $100,000.00; and

WHEREAS, any funds awarded will be used to renovate the County’s free-standing Child Advocacy Center and to purchase technology and equipment that will enhance the ability to provide services to victims and their families; and

WHEREAS, the County Prosecutor’s Office has reviewed all data supplied in the application and its attachments, and certifies to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the application to the County Treasurer’s Office for review, and the Treasurer’s Office has approved the application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute all documents necessary to apply to the New Jersey Department of Children and Families for the Child Advocacy Development Grant, and that the Board hereby accepts any funds to be awarded for an amount up to $100,000.00, for the funding period January 1, 2022 to June 30, 2022; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby confirms that the funds will be used pursuant to the terms of the grant, that it will comply with all applicable regulations of the granting authority, and that the Gloucester County Prosecutor’s Office is designated with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

__________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
DATE: 3/24/2022

1. TYPE OF GRANT
   _____ NEW GRANT   _____ RENEWAL

2. GRANT TITLE: Child Advocacy Development Grant

3. GRANT TERM: FROM: 1/1/2022   TO: 6/30/2022

4. DATE APPLICATION DUE TO GRANTOR: 4/30/2022

5. CFDA NUMBER: 

6. STATE GRANT NUMBER: 

7. COUNTY DEPARTMENT: Prosecutors Office

8. DEPT. CONTRACT PERSON & PHONE NO. Stacie Lick x5608

9. NAME OF FUNDING AGENCY: NJ Dept of Children and Families

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): funds will be used to renovate a freestanding Child Advocacy Center as well as purchase technology and equipment that will enhance the unit’s ability to provide services to victims and their families

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS?  yes

12. INDIRECT COST (IC) RATE  ____ %

13. IC CHARGED TO GRANT: $ 

14. FINANCIAL:  REQUESTED   MANDATED
   GRANT FUNDS  $ 100,000
   CASH MATCH  $ 
   IN-KIND MATCH  $ (Attach Documentation)
   TOTAL PROGRAM BUDGET $ 100,000 (Attach Documentation)
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 0.00

TOTAL OTHER EXPENSES (b): $ 100,000

TOTAL FRINGE (c): $ 0.00

TOTAL PROGRAM COST (d): $ 100,000

TOTAL GRANT FUNDING (e): $ 100,000

TOTAL COUNTY FUNDING (f): $ 0.00

DEPT. HEAD: ________________________________

Signature

DATE: ________________________________

***PLEASE FORWARD ONE HARD COPY AND ONE ELECTRONIC COPY OF
THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER’S
OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT
AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAnteES.
REQUEST FOR PROPOSALS
FOR
Child Advocacy Development Grants
Treatment Services, Programs, and Technology
OR
Capital
GRANTS FOR FUNDING TO COUNTIES WITH EXISTING OR DEVELOPING CHILD ADVOCACY CENTERS
FUNDING UP TO $665,461.89 AVAILABLE
Up to Twenty-One Awards-DCF reserves the right to fund all or a portion of a proposal up to a total of $100,000

There will be no Bidders Conference for this RFP
Questions will be accepted until April 4, 2022

Bids are due: April 25, 2022

Christine Norbut Beyer, MSW
Commissioner
March 14, 2022
TABLE OF CONTENTS

Section I - General Information

A. Purpose .................................................. Page 1
B. Background ............................................. Page 2
C. Services to be Funded ................................. Page 3
D. Funding Information ................................. Page 7
E. Applicant Eligibility Requirements ............... Page 9
F. RFP Schedule .......................................... Page 10
G. Administration ......................................... Page 10
H. Appeals .................................................. Page 14
I. Post Award Review ..................................... Page 14
J. Post Award Requirements ......................... Page 14

Section II - Application Instructions

A. Review Criteria ......................................... Page 15
B. Supporting Documents ............................... Page 21
C. Requests for Information and Clarification .... Page 31

Exhibit A–The State Affirmative Action Policy
Exhibit B–Anti-Discrimination Provisions
Exhibit C–Essential Criteria
Exhibit D–Annex B-3 Budget Form
Exhibit E–Project Implementation Timeline
Exhibit F–Notice of Standard Contract Requirements, Processes, and Policies
Exhibit G–Public Law P.L. 2021, c.1 Attestation Form

Attachment 1–Federal Requirements-Updated Rider for Purchases Funded by Federal Funds of 2CFR 200.317
**Funding Agency**
State of New Jersey
Department of Children and Families on behalf of the Child Advocacy Center- Multidisciplinary Team Advisory Board
50 East State Street
Trenton, New Jersey 08625

**Special Notice**
There will be no Bidders Conference for this RFP. Questions will be accepted in advance of the proposal deadline by providing them via email to DCF.ASKRFP@dcf.nj.gov until **April 4, 2022 by 12PM**. Technical inquiries about forms and other documents may be requested at any time.

All bids must be submitted electronically through our online system. To submit online, applicant must submit an AOR form. The AOR form must be completed and sent to DCF.ASKRFP@dcf.nj.gov. (See Section F).

**Section I – General Information**

**A. Purpose:**

The New Jersey Department of Children and Families’ (DCF) announces the availability of up to $665,461.89 in funding provided through the Child Advocacy Center (CAC)-Multidisciplinary Team Advisory Board for funding treatment services, programs, and technology OR for construction, renovations, technology improvements, expansion or redesign of child advocacy centers with existing or developing child advocacy centers in New Jersey. Funding is available up to $665,461.89 for up to 21 awards.

No applicant shall be awarded more than a total of $100,000. Preference will be given to those counties that did not receive funding through the 2021 Child Advocacy Grants –Treatment Programs, Services, Capital Projects, and Technology Request For Applications.

The funds for these projects will need to be obligated by June 30, 2022 for services that were rendered prior to June 30, 2022. These funds may be used for treatment services, program, and technology that are consistent with the standards set forth in Exhibit C as the “National Children’s Alliance • Standards for Accredited Members • 2017 Edition” standards for child advocacy centers. Grants will be one-time funding. All funding shall be subject to the appropriation of sufficient funds and the availability of sufficient resources. Funding may be provided to those applicants that demonstrate a need for services consistent with the requirements in Exhibit C.
An Applicant for treatment services, program, technology and/or transportation funds for a County DEVELOPING a CAC must be applying for funds to provide treatment services, programs, and technology at a new CAC must:

1) Be a part of a County Government or Prosecutor’s Office or 2) be a non-profit corporation that is duly registered to conduct business in the State of New Jersey and be affiliated with a County Prosecutor’s Office by means of a prior Memorandum of Understanding (MOU) or other written agreement to operate as the only CAC in the County or 3) be a County Multidisciplinary Diagnostic Team (MDT) affiliated with a County Prosecutor’s Office.

An Applicant for treatment services, program, and technology funds for a County WITH a CAC must:

1) Be an existing CAC operating as part of a County Government or Prosecutor’s Office or 2) be an existing CAC operating as a non-profit corporation that is duly registered to conduct business in the State of New Jersey and be affiliated with a County Prosecutor’s Office by means of a prior Memorandum of Understanding (MOU) or other written agreement or 3) be an existing CAC operated by a County Multidisciplinary Diagnostic Team (MDT) affiliated with a County Prosecutor’s Office.

The Applicant for capital improvement funds may propose to provide, initiate and/or coordinate “enhancing” an existing CAC; or “developing” a new CAC. Applicants may include architects’ cost estimates for estimated expenses. State contracts may also be used to estimate costs. For the purpose of this RFP:

- “Developing” is defined as new construction or leasing a location to create a new CAC.
- “Enhancing” is defined as enhancing/renovating an existing CAC space or leasing a location to relocate an existing CAC. Please note that this funding can only be used for lease payments through June 30, 2022.

B. Background:

The Department is a family and child serving agency, working to assist New Jersey families in being or becoming safe, healthy and connected.

For the purpose of this Request for Proposal (RFP), a CAC is defined as a separate, child focused space designed to provide a safe, comfortable and neutral place where forensic interviews can be conducted, and other services can be provided for children and families. Transportation services are defined as services for transportation of children (ages 0-21) and/or families to or from medical appointments in connection with an investigation.
and/or transportation to or from the CAC or the CAC contracted provider. Currently, CACs operate in a range of locations including small, refurbished houses, a renovated wing of a county office building or community hospital, and in newly built facilities. A physically safe space is central to the creation of a child-focused setting. The location and services must be accessible, and the services tailored to meet the individualized and unique needs of children and families regarding culture, development, and special needs throughout the investigation, intervention, and case management processes. The space in which the services are provided are unique and must adhere to the National Children’s Alliance • Standards for Accredited Members • 2017 Edition as described in Exhibit C.

C. Services to be Funded Within the Contract Term:

The grantee for this program may propose to provide, initiate and/or coordinate the following services as part of an existing CAC or CAC in development.

Applicants may use funds for qualifying expenses incurred retroactively to July 1, 2021 if supporting documentation is provided that clearly shows funding is being used for qualified expenses and is not being used to supplant previous funding.

Treatment Services: Funds secured through this RFP are to be used to support the provision of services for children in alignment with the National Children’s Alliance • Standards for Accredited Members • 2017 Edition as described in Exhibit C. Children may be served who are not otherwise being served by DCF’s Division of the Children’s System of Care or Division of Child Protection and Permanency. Please note that DCF contract funds may be used for services and/or expenses incurred on or prior to June 30, 2022. This funding may only be used to support existing staff and/or consultants retroactive to July 1, 2021 and through June 30, 2022. Funding proposals for new staff positions and/or consultants will not be permitted through this RFP. The following services are examples:

- Support existing Bi-Lingual (Spanish and English) Clinical Counselor and Child Advocate for clinical program to provide extensive trauma focused clinical counseling.

- Support existing clinical therapists for clinical programs to provide trauma focused mental health services.

- Support existing Intake and Treatment Coordinator who will provide intake and treatment coordination to meet the needs of the MDT. The ideal candidate will be Bi-Lingual in Spanish and English.
- Support existing consulting position as an MDT Coordinator. New CAC’s may apply for this position one time only.

- Support existing consultant to perform the duties of CAC Coordinator.

- Support existing consultant to perform the duties of a Family Advocate to help meet the NCA Standards which require an advocate to be present at every forensic interview to provide families with information and support.

- Provision of funding for an existing mental health provider at partner mental health agency to better serve CAC clients.

- Provision of mental health services onsite.

- Improvement of advocacy services for non-adjudicated cases.

- Provision of in-house training.

**Programs:** Funding can be used to provide programming consistent with the goals of the child advocacy center and consistent with the National Children’s Alliance • Standards for Accredited Members • 2017 Edition as described in Exhibit C

- Telehealth

- Forensic interviewing

- Mental Health Services

- Clinical programs

- Telemedicine

**Technology:** Any technology purchased with these funds must be used to facilitate the programs and/or services being offered. For example, tablets may be purchased for use for telehealth/telemedicine services.

The following are examples of allowable uses of funding for technology:

- Laptops

- Tablets

- Computers
- Technology upgrades to be able to facilitate increased remote access to services

Note: These funds may not be used to purchase vehicles, gift cards, or clothing for CAC/County staff.

**Counties DEVELOPING a Child Advocacy Center**

**Applicant Pre-Requisites:**

An Applicant for treatment services, programs, and technology funds for a County developing a CAC must:

1) Be a part of a County Government or Prosecutor's Office or 2) be a non-profit corporation that is duly registered to conduct business in the State of New Jersey and be affiliated with a County Prosecutor's Office by means of a prior Memorandum of Understanding (MOU) or other written agreement to operate as the only CAC in the County or 3) be a County Multidisciplinary Diagnostic Team (MDT) affiliated with a County Prosecutor's Office.

It is understood that a variety of services may already be available for victims of child abuse such as forensic interviewing or support services in any given county. This RFP permits an application for funds for the development of a treatment services in an identified safe comfortable and neutral space in which forensic interviews are to be conducted and other services or supports may be provided. This RFP permits services to be provided outside the CAC by a separate provider agency.

The Applicant’s proposal for treatment services must identify the proposed location and indicate how it will be ADA accessible. It must include information about transportation assistance, travel distances, availability of parking, public transportation and describe how welcoming a particular neighborhood is for clients of diverse cultural and socioeconomic backgrounds as outlined in Exhibit C.

The Applicant's treatment proposal must include, at a minimum, space to accommodate forensic interviewing that includes mental health services provided outside the CAC, if necessary and the design must be consistent with or moving towards the Standards as set forth in Exhibit C. Mental health services can be provided by outside personnel at a provider agency, but it does not include funding for office space. The Applicant's proposal must also include its staffing plan for conducting forensic evaluations at the proposed CAC location and the revenue source for those staff and any other staff to be assigned to the CAC.
**Counties WITH a Child Advocacy Center**

**Applicant Pre-Requisites:**

An Applicant for treatment funds must:

1) Be an existing CAC operating as part of a County Government or Prosecutor’s Office or 2) be an existing CAC operating as a non-profit corporation that is duly registered to conduct business in the State of New Jersey and be affiliated with a County Prosecutor’s Office by means of a prior MOU or other written agreement to operate as the only CAC in the County or 3) be an existing CAC operated by a County MDT affiliated with a County Prosecutor’s Office.

**Capital Improvements:**

The Applicant for these capital improvement funds may propose to provide, initiate and/or coordinate “enhancing” an existing CAC; or “developing” a new CAC. Applicants may include architects’ cost estimates for estimated expenses. State contracts may also be used to estimate costs. For the purpose of this RFP:

- “Developing” is defined as new construction or leasing a location to create a new CAC.
- “Enhancing” is defined as enhancing/renovating an existing CAC space; or leasing a location to relocate an existing CAC. Please note that this funding can only be used for lease payments through June 30, 2022.

**Counties DEVELOPING a Child Advocacy Center**

**Applicant Pre-Requisites:**

An Applicant for capital funds for a County developing a CAC must be applying for funds to construct and/or develop a separate space to function as a CAC and meet the following organizational requirements:

1) Be a part of a County Government or Prosecutor’s Office or 2) be a non-profit corporation that is duly registered to conduct business in the State of New Jersey and be affiliated with a County Prosecutor’s Office with a prior MOU or other written agreement to operate as the only CAC in the County. or 3) be a County MDT affiliated with a County Prosecutor’s Office.

It is understood that a variety of services may already be available for victims of child abuse such as forensic interviewing or support services in any given county. This RFP permits an application for funds for the construction, lease and or development of an identified safe comfortable and
neutral space in which forensic interviews are to be conducted and other services or supports may be provided.

Projects must be consistent with or moving towards the Accreditation Standards as set forth in Exhibit C.

**Counties WITH a Child Advocacy Center**

**Applicant Pre-Requisites:**

An Applicant for capital funds must: 1) be an existing CAC operating as part of a County Government or Prosecutor’s Office or 2) be an existing CAC operating as a non-profit corporation that is duly registered to conduct business in the State of New Jersey and be affiliated with a County Prosecutor’s Office with a prior MOU or other written agreement to operate as the only CAC in the County or 3) be an existing CAC operated by a County MDT affiliated with a County Prosecutor’s Office.

**Proposal to Enhance an Existing Child Advocacy Center**

An Applicant may submit a proposal to enhance an existing Child Advocacy Center. As a reminder, “enhancing” is defined as enhancing/renovating an existing CAC space.

Funding may be provided to those applicants that demonstrate a need for renovation, technology improvements or enhancement of their space consistent with the requirements in Exhibit C.

**General considerations for submission of the proposals:**

Funds may be used for items such as generators for the CAC space or related space. Funding may not be used for vehicles or for the provision of direct client services.

**D. Funding Information:**

All funding is subject to appropriation.

Funding is available up to $665,461.89 to counties with existing or developing CACs.

DCF reserves the right to fund all or a portion of a proposal up to a total of $100,000. Preference will be given to those counties that did not receive funding through the 2021 Child Advocacy Grants – Treatment Programs, Services, Capital Projects, and Technology Request For Applications.
Applicants may use funds for qualifying expenses incurred retroactively to July 1, 2021 if supporting documentation is provided that clearly shows funding is being used for qualified expenses and is not being used to supplant previous funding.

Examples of supporting documentation:

- Rental budget showing 12-month amount (7/1/21 to 6/30/22)
- Proof of purchase date for capital expenses (computers, furniture, etc.)
- Proof of payment date.

An award shall be made for treatment services that are consistent with the standards set forth in Exhibit C as the "National Children's Alliance • Standards for Accredited Members • 2017 Edition" standards for child advocacy centers. DCF reserves the right to award all or a portion of the requested amount. Up to 21 awards may be made. The funds for treatment services will need to be obligated by June 30, 2022 and can be used for services rendered prior to June 30, 2022. The funds will be distributed by the end of FY22 if the treatment service is in process and moving toward completion with written contracts in place. That would not mean the work and fiscal commitments would need to be completed by that point in time, but legally binding agreements are required to be in place. It would be reasonable given the amount of funding for each project that this might take an extended period to complete. Funding is one time and shall be completed, or funding obligated by June 30, 2022 for services rendered prior to June 30, 2022.

Proposals that demonstrate the leveraging of other financial resources will receive additional consideration in the proposal review process. DCF reserves the right to award all or a portion of the requested amount. Up to 21 awards may be made.

Funds awarded under this program may not be used to supplant or duplicate existing funding.

The funds will be distributed by the end of FY22 if the project is in process and moving toward completion with written contracts and commitments in place. Funding is one time and proposals shall demonstrate that the contracts for renovations and/or improvements shall be completed, or funding obligated by June 30, 2022.

Proposals that demonstrate the leveraging of other financial resources will receive additional consideration in the proposal review process. DCF reserves the right to award all or a portion of the requested amount.
Funds awarded under this program may not be used to supplant or duplicate existing funding. If an existing funded CAC renovation or equipment renovation requires additional funding in order to move toward completion this is an acceptable application. Training staff on the use of new equipment is acceptable if the new equipment is part of your capital award. Any expenses incurred prior to the effective date of the contract will not be reimbursed by DCF.

E. Applicant Eligibility Requirements:

1. Only Counties with existing or developing CACs may apply.
2. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
3. If Applicant is under a corrective action plan with DCF (inclusive of its Divisions and Offices) or any other New Jersey State agency or authority, the Applicant may not submit a proposal for this RFP if written notice of such limitation has been provided to the Agency or authority. Responses shall not be reviewed and considered by DCF until all deficiencies listed in the corrective action plan have been eliminated and progress maintained to the satisfaction of DCF for the period of time as required by the written notice.
4. Applicants shall not be suspended, terminated or barred for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.
5. Applicants that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
6. Where required, all applicants must hold current State licenses.
7. Applicants that are not governmental entities must have a governing body that provides oversight as is legally required.
8. Applicants must have the capability to uphold all administrative and operating standards as outlined in this document.
9. All applicants must have a Data Universal Numbering System (DUNS) number. To acquire a DUNS number, contact the dedicated toll-free DUNS number request line at 1-866-705-5711 or inquire online at https://fedgov.dnb.com/webform.
10. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFP, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual (N.J.A.C. 10:3) may submit an application.
F. RFP Schedule:

<table>
<thead>
<tr>
<th>April 4, 2022</th>
<th>Deadline for Email Questions sent to <a href="mailto:DCF.ASKRFP@DCF.NJ.GOV">DCF.ASKRFP@DCF.NJ.GOV</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>April 25, 2022</td>
<td>Deadline for Receipt of Proposals</td>
</tr>
</tbody>
</table>

Proposals received after 12:00 PM on April 25, 2022 will not be considered.

All proposals must be delivered ONLINE:

To submit online, applicant must submit an AOR form. The AOR form must be completed and sent to DCF.ASKRFP@DCF.NJ.GOV

Authorized Organization Representative (AOR) Form: https://www.nj.gov/DCF/providers/notices/AOR.doc

Once the AOR is submitted and the Applicant is granted permission to proceed, instructions will be provided for submission of the proposal.

Only a registered Authorized Organization Representative (AOR) or the designated alternate is eligible to send in a submission by submitting an AOR form.

We recommend not waiting until the due date to submit your proposal in case there are technical difficulties during your submission. Registered AOR forms may be received 5 business days prior to the date the bid is due.

Submission Requirement

It is required that you submit your proposal as one PDF document. If the Appendices file is too large, it can be separated into more pdf parts, such as Part 3, Part 4, etc. Please do not upload separate documents.

G. Administration:

1. Screening for Eligibility, Conformity and Completeness

DCF will screen proposals for eligibility and conformity with the specifications set forth in this RFP. A preliminary review will be conducted to determine whether the application is eligible for evaluation or immediate rejection.
The following criteria will be considered, where applicable, as part of the preliminary screening process:

a. The application was received prior to the stated deadline
b. The application is signed and authorized by the applicant's Chief Executive Officer or equivalent
c. The applicant attended the Bidders Conference (if required)
d. The application is complete in its entirety, including all required attachments and appendices
e. The application conforms to the specifications set forth in the RFP

Upon completion of the initial screening, proposals meeting the requirements of the RFP will be distributed to the Proposal Evaluation Committee for its review and recommendations. Failure to meet the criteria outlined above, or the submission of incomplete or non-responsive applications constitutes grounds for immediate rejection of the proposal if such absence affects the ability of the committee to fairly judge the application.

For a bid to be considered for award, at least one representative of the Bidder must have been present at the Bidders Conference commencing at the time and in the place specified above. Failure to attend the Bidders Conference will result in automatic bid rejection.

2. Proposal Review Process

DCF will convene a Proposal Evaluation Committee in accordance with existing regulation and policy. The Committee will review each application in accordance with the established criteria outlined in Section II of this document. All reviewers, voting and advisory, will complete a conflict-of-interest form. Those individuals with a conflict or the appearance of a conflict will be disqualified from participation in the review process. The voting members of the Proposal Evaluation Committee will review proposals, deliberate as a group, and then independently score applications to determine the final funding decisions.

The Department reserves the right to request that applicants present their proposal in person for final scoring. In the event of a tie in the scoring by the Committee, the bidders that are the subject of the tie will provide a presentation of their proposal to the evaluation committee. The evaluation committee will request specific information and/or specific questions to be answered during a presentation by the provider and a brief time-constrained presentation. The presentation will be scored out of 50 possible points, based on the following criteria
and the highest score will be recommended for approval as the winning bidder.

Requested information was covered- 10 Points

Approach to the contract and program design was thoroughly and clearly explained and was consistent with the RFP requirements- 20 Points

Background of organization and staffing explained- 10 Points

Speakers were knowledgeable about topic- 5 Points

Speakers responded well to questions- 5 Points

The Department also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. The Department's best interests in this context include but are not limited to: State loss of funding for the contract; the inability of the applicant to provide adequate services; the applicant's lack of good standing with the Department, and any indication, including solely an allegation, of misrepresentation of information and/or non-compliance with any State of New Jersey contracts, policies and procedures, or State and/or Federal laws and regulations.

All Applicants will be notified in writing of the Department's intent to award a contract.

3. Special Requirements

The successful Applicant shall maintain all documentation related to proof of services, products, transactions and payments under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Applicants must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the State Affirmative Action policy. A copy is attached as Exhibit A.

Applicants must comply with laws relating to Anti- Discrimination as attached as Exhibit B.

All Applicants must submit a signed Notice of Standard Contract Requirements, Processes, and Policies as attached as Exhibit F.
All Applicants must submit a signed Attestation-Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts as attached as Exhibit G.

Applicants must comply with the federal requirements of 2CFR 200.317. See Attachment 1.

Applicants must comply with confidentiality rules and regulations related to the participants in this program including but not limited to:

1. Applicants must comply with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
2. Keep client specific and patient personal health information ("PHI") and other sensitive and confidential information confidential in accordance with all applicable New Jersey and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
3. Recognize and understand that case information is mandated by N.J.S.A. 9:6-8.10a is to be kept confidential and the release of any such information may be in violation of state law and may result in the conviction of individuals for a disorderly person’s level offence as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.

All Applicants are advised that any software purchased in connection with the proposed project must receive prior approval by the New Jersey Office of Information Technology.

Applicants are also advised that any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.

Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (N.J.S.A.52:32-33), contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.
H. Appeals:

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the grant. An appeal will not be heard based upon a challenge to the evaluation of a proposal. Applicants may appeal by submitting a written request to:

Office of Legal Affairs
Contract Appeals
50 East State Street, 4th Floor
Trenton NJ 08625

no later than ten (10) calendar days following receipt of the notification or by the deadline posted in this announcement.

I. Post Award Review:

As a courtesy, DCF may offer unsuccessful applicants an opportunity to review the Evaluation Committee’s rating of their individual proposals. All Post Award Reviews will be conducted by appointment.

Applicants may request a Post Award Review by contacting: DCF.ASKRFP@DCF.NJ.GOV

Post Award Reviews will not be conducted after six months from the date of issuance of this RFP.

J. Post Award Requirements:

Upon receipt of the award announcement, and where appropriate, selected Applicants will be minimally required to submit one (1) copy of the following documents:

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA
2. Proof of Insurance naming DCF as additionally insured from agencies
3. Bonding Certificate
4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant’s Certification
5. Registration in NJSTART

The actual award of funds is contingent upon a successful Contract negotiation. If, during the negotiations, it is found that the selected Applicant is incapable of providing the services or has misrepresented
any material fact or its ability to manage the program, the notice of intent to award may be rescinded.

Selected Applicants will be required to comply with the terms and conditions of the Department of Children and Families’ contracting rules and regulations as set forth in the Standard Language Document, the Contract Reimbursement Manual and the Contract Policy and Information Manual. Applicants may review these items via the Internet at www.ni.gov/dcf/providers/contracting/manuals

Selected Applicants will also be required to comply with all applicable State and Federal laws and statutes, assurances, certifications and regulations regarding funding.

Section II – Application Instructions

A. Proposal Requirements and Review Criteria:

Applicants must submit a Narrative that addresses the following criteria below.

In conjunction with DCF’s review of the narrative descriptions you insert under each numbered subsection below, DCF will assess the documents you submitted with your response to this opportunity. DCF will determine the score for each section based on the quality, completeness, and accuracy of both the narrative descriptions and the documents it deems to be relevant.

The narrative portion of the proposal should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right. There is a 25-page limitation for the narrative portion of the grant application. The font shall be no smaller than 12 points in Arial or Times New Roman. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.

A penalty of 5 points will be deducted for each missing document. If documents are missing from the proposal, DCF may provide an email notice to the Applicant after the bid is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total 20 points or more, the proposal shall be rejected as non-responsive.

The narrative must be organized appropriately and address the key concepts outlined in the RFP. Annex B budget pages, and attachments do not count towards the narrative page limit.
Each proposal narrative must contain the following items organized by heading in the same order as presented below:

I. ORGANIZATIONAL FIT (20 Points)

Identify if you are an applicant for capital funds for:

A. County developing a new Child Advocacy Center and/or developed as a separate space:

1) Be part of a County Government or Prosecutor’s Office or

2) Operate as non-profit corporation that is duly registered to conduct business in the State of New Jersey and is affiliated with a County Prosecutor’s Office with a prior Memorandum of Understanding (MOU) or other written agreement to operate as the only CAC in the County or

3) Be part of a County Multidisciplinary Diagnostic Team (MDT) affiliated with a County Prosecutor’s Office

OR

B. County with a Child Advocacy Center and will enhance and/or renovate an existing CAC space; or lease a location to relocate an existing CAC; or develop a new construction for the existing CAC.

All proposals must include the following information:

1) Describe how this current initiative is consistent with your mission and vision.

2) Describe how this current initiative is consistent with your past experience implementing similar initiatives and current programming.

3) Describe how this current initiative is consistent with your past experience working with youth and families involved with DCF.

4) Describe how this current initiative is consistent with your current programming.

5) Describe how the requirements of this initiative will be met through your policies implementing trauma informed practices.
RESOLUTION AUTHORIZING A CONTRACT WITH
PETER LUMBER COMPANY FOR 47,628.40

WHEREAS, the County of Gloucester (hereinafter “County”) has a need for the supply and delivery of various decking material for use at County facilities, as set forth in PD-22-015; and

WHEREAS, after public notice and advertising the County received seal bid responses on March 8, 2022, wherein it was determined that Peter Lumber Company of 600 W. Holly Avenue, Pitman, NJ 08071 was the sole responsive and responsible bidder, having submitted an alternate bid for composite decking material for $47,628.40; and

WHEREAS, this contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-02255, which amount shall be charged against budget line item T-03-08-509-371-20530.

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 a purchase contract with Peter Lumber Company for the supply and delivery of composite decking material for $47,628.40, commencing April 6, 2022 and concluding upon final delivery of said material pursuant to N.J.S.A. 40A:11-15(9).

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:  
FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,  
Clerk of the Board
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00/EA</td>
<td>PD 022-015 Spec's and Proposal for Decking Material</td>
<td>T-03-08-509-371-20530 Construction Materials</td>
<td>47,628.4000</td>
<td>47,628.40</td>
</tr>
</tbody>
</table>

**SALES TAX ID # 21-6000660**

**CLAIMANT'S CERTIFICATE & DECLARATION**

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

X

**RECEIVER'S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE “SHIP TO” ADDRESS
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
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</thead>
<tbody>
<tr>
<td>1.00 EA</td>
<td>PD 022-015 SPEC'S AND PROPOSAL FOR DECKING MATERIAL FOR THE COUNTY OF GLOUCESTER</td>
<td>T-03-08-509-371-20530</td>
<td>47,628.4000</td>
<td>47,628.40</td>
</tr>
<tr>
<td></td>
<td>ALTERNATE BID COMPOSITE DECKING LUMP SUM BID</td>
<td></td>
<td></td>
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</tr>
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<td></td>
<td>ALL PER PD 022-015</td>
<td></td>
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</tbody>
</table>

ORDER DATE: 03/10/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR #: PETER030

PETER LUMBER CO
600 W HOLLY AVE
PITMAN, NJ 08071

REQUESTING DEPARTMENT: [Signature]
DATE: 3/20
PURCHASE CONTRACT
Between
COUNTY OF GLOUCESTER
AND
PETER LUMBER COMPANY

THIS PURCHASE CONTRACT is made effective the 6th day of April, 2022, by and
between the COUNTY OF GLOUCESTER, a body politic and corporate, with administrative
offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and
PETER LUMBER COMPANY, with offices at 600 W. Holly Avenue, Pitman, NJ 08071,
hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County seeks the supply and delivery of composite decking material for
use at County facilities, as set forth in PD-22-015; and

WHEREAS, bid responses were publicly received and opened by the County on March
8, 2022 with Vendor submitting the successful alternate bid for composite decking, and
representing that it is ready, willing and able to provide the item(s) set forth in the County
specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded
pursuant to and consistent with Gloucester County’s fair and open procurement process and all
statutory terms and provisions required for public contracting; and

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective from April 6, 2022, and conclude upon
satisfactory delivery of composite decking material, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Vendor shall be compensated in a total amount of $47,628.40 as
per bid specifications issued by the County and Vendor’s alt bid response.

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

3. DUTIES OF VENDOR. The duties of Vendor shall be for the supply and delivery of
composite decking material for use at County facilities, as set forth in PD-22-015. The duties
herein shall be binding upon execution of this Contract, and shall encompass full delivery made
by the Vendor and the purchased item(s) received and accepted by the County.
4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

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

B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.

C. will send a notice to each labor union with which it has a collective bargaining agreement 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. 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. 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 supply the item(s) 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 shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

   F. Termination shall not 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 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, 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 as required 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. **METHODOLOGY OF WORK.** Vendor agrees that if an installation of equipment is required, 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. **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 Vendor is an independent contractor 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 and 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 consists of this contract document, the specifications identified as PD-22-015, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective this 6th day of April, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk

Frank J. DiMarco, Director

ATTEST:

Peter Lumber Company

By: Alex Armstrong
Title: Manager
<table>
<thead>
<tr>
<th>BID#1 WOOD DECKING LUMP SUM</th>
<th>$39,988.40</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALTERNATE BID COMPOSITE DECKING LUMP SUM</td>
<td>$47,628.40</td>
</tr>
</tbody>
</table>

**DELIVERY ARO**

28 DAYS

Variations: (if any)  
NONE

Will you extend your prices to local government entities within the County  
NO

This Contract is for the Purchasing of Decking Material.

Bid specifications sent to:  
Diverse Enterprise  
Prime Vendor  
Technology International

Based upon the bids received, I recommend Peter Lumber Company be awarded the contract for Alternate Bid Composite Decking Only, as the lowest responsive, responsible bidder.

Sincerely, Kimberly Larre Qualified Purchasing Agent

**T-03-08-509-371-20330**
BID APPROVAL FORM

Bid Number 22-015 DECKING MATERIAL

Agree with recommendation YES X NO ___

If this is a Purchase, and any options have been offered, please indicate the options you will be purchasing.

All Bid is being awarded

Total Price for Purchase $ 47,628.40

A Requisition and CAF Form must be processed ASAP and sent to Purchasing in order to be placed on a Freeholder Agenda.

If this is a service, please indicate the total contract price $ _______ per year

Please indicate if this is a Total Contract Price X or Amount not to exceed N/A

If this is a total contract Price a Requisition and CAF Form must be processed ASAP and sent to Purchasing in order to be placed on a Freeholder Agenda.

If this is an Amount Not To Exceed a Requisition and CAF Form are not needed.

SIGNATURE ___________________________