6:00 p.m. Wednesday, May 11, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the April 20, 2022 regular meeting minutes.

PROCLAMATIONS

P-1 Proclamation recognizing Joseph A. Brigandi, Jr., on being inducted into the Glassboro High School Hall of Distinguished Alumni. (Previously presented by Commissioner DiCarlo on behalf of Deputy Director Simmons)

P-2 Proclamation recognizing Steven C. Crispin on being inducted into the Glassboro High School Hall of Distinguished Alumni. (Previously presented by Commissioner DiCarlo on behalf of Deputy Director Simmons)

P-3 Proclamation recognizing Bill Gene Folk on being inducted into the Glassboro High School Hall of Distinguished Alumni. (Previously presented by Commissioner DiCarlo on behalf of Deputy Director Simmons)

P-4 Proclamation recognizing The Glassboro Fire Department on their 125th Anniversary Celebration. (To be presented by Deputy Director Simmons)

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

A-1 RESOLUTION CONFIRMING USE OF PROJECT LABOR AGREEMENTS PURSUANT TO N.J.S.A. 52:38-1 ET SEQ.

This Resolution confirms the County of Gloucester’s policy in carrying out public works projects at the lowest reasonable cost, and highest degree of quality as a priority, and that project labor agreements are authorized for use by the County pursuant to N.J.S.A. 52:38-1 et seq.

A-2 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

This Resolution authorizes the insertion of special revenue items into the budget as follows:

- **FFY 2018 SECTION 5310 (CY 2022) - $100,000.00.** This Section 5310 award helps Gloucester County to continue offering free transportation to senior citizens and/or people with disabilities in Gloucester County.

- **AREA PLAN GRANT - $301,482.00.** This additional funding includes both carryover CARES funding and prior year reimbursement funding included in the 2022 Area Plan Contract, increasing the plan by $301,482.00. This distribution will allow the County to fund additional department salaries, cover additional department costs, increase services provided with the $42,004 in FFP funding and provide an additional $134,000 in emergency services through the CARES Act funding.
• WIOA OTHER-ON-THE-JOB TRAINING PY2021 - $90,000.00. The intent of this funding is to allow the local workforce board the ability to write On-the-Job Training contracts with employers throughout the County to place dislocated workers into employment; a maximum of up to 50% reimbursement for a six-month period for full time training that leads to full time employment upon completion.

• SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE GRANT - $325,293.00. These additional grant funds represent prior year close out funds made available to Gloucester County. The 2022 total amount of funds being provided is $901,514.00. This represents a fiscal year 2022 allocation of $576,221.00 and this closeout balance from previous contracts of $325,293.

• EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT - $86,020.00. These funds are to be used to provide various equipment to the County Prosecutor's Office Multi-Jurisdictional Gangs, Guns and Narcotics Task Force.

• FY 2021 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT - $55,000.00. These funds will provide assistance to the County's Office of Emergency Management in enhancing and sustaining their all-hazards emergency management capabilities. The Deputy Emergency Management Coordinators develop plans and manage projects to conduct and receive training for a better understanding of hazard awareness.

• CLICK IT OR TICKET - $40,000.00. This grant provides funding to reimburse various municipalities for overtime incurred during Click It or Ticket details. The objective is to reduce the number of motorists and passengers that do not comply with the State’s seatbelt laws.

A-3 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION.

This Resolution authorizes a Cooperative Pricing Agreement with Hunterdon County Educational Services Commission, as Lead Agency, for the purchase of materials and supplies including fuels, office supplies, paper products, instructional materials and equipment, vehicles, etc., which allows the County to access better pricing options through the Cooperative Pricing System. This Cooperative Pricing System has been approved by the New Jersey Division of Local Government Services pursuant to N.J.A.C. 5:34-7.1 et seq. and is entered into pursuant to N.J.S.A. 40A:11-11(5), which authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements.

A-4 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH ELECTION SYSTEMS & SOFTWARE, LLC, FROM MAY 1, 2022 TO APRIL 30, 2023, FOR $48,000.00.

This Resolution authorizes a contract, pursuant to N.J.S.A. 40A:11-5(1), with Election Systems & Software, LLC for the purchase of an extended warranty, including maintenance and a firmware license for election hardware, as per Vendor’s Invoice, dated February 23, 2022, from May 1, 2022 to April 30, 2023, for $48,000.00. C.A.F. No. 22-03293 has been obtained to certify funds.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS

COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FROM MAY 18, 2022 TO MAY 17, 2024 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR.

This Resolution authorizes a contract with Asphalt Paving Systems, Inc. for the supply of Cationic Emulsified Asphalt (CRS-2) for use by the County Public Works Department, as per PD-22-017, from May 18, 2022 to May 17, 2024, in an amount not to exceed $25,000.00 per year. Asphalt Paving Systems, Inc. was the sole responsive and responsible bidder.

B-2 RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 02 TO INCREASE THE CONTRACT WITH A.P. CONSTRUCTION, INC.

This Resolution authorizes a second Change Order to increase the contract with A.P. Construction, Inc. by $57,042.96 for services pertaining to the 2021 Gloucester County Storm Water Maintenance project, known as Engineering Project 21-08SA, this is a state aid funded project. This increase is necessary for additional supplemental storm and sanitary sewer work that warranted additional police traffic director supervision, resulting in a new contract amount of $1,595,147.96. A.P. Construction, Inc. was previously determined to be the most responsive and responsible bidder to complete the Project.
B-3 RESOLUTION AUTHORIZING A CONTRACT WITH BRYSON & YATES CONSULTING ENGINEERS, LLC FROM MAY 11, 2022 TO COMPLETION OF THE PROJECT FOR $164,485.00.

This Resolution authorizes a professional services contract with Bryson & Yates Consulting Engineers, LLC for engineering design services, as per RFP-22-032, relative to safety improvements to Broadway North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township, known as Engineering Project 22-06, from May 11, 2022 to completion of project pursuant to N.J.S.A. 40A:11-15(9). Bryson & Yates Consulting Engineers, LLC submitted the most advantageous and lowest proposal, based on price and other factors. C.A.F. Number 22-03490 has been obtained to certify funds.

B-4 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC.

This Resolution authorizes an amendment to the contract with Stantec Consulting Services, Inc. for services relative to the Rowan University Fossil Park Entrance Road, as per RFP-18-045, known as Engineering Project 16-14. This fourth amendment is necessary for stormwater management design, mitigation design, NJDEP FHAIP permitting and a Threatened & Endangered (T&E) species survey, thereby increasing the contract amount by $65,156.72 for a new total contract amount of $895,409.20. This contract is state-aid funded by the Department of Transportation and Stantec Consulting Services, Inc. previously submitted the most advantageous proposal, based on price and other factors. C.A.F. Number 18-10971 has been obtained to certify funds.

C-1 RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH DM MEDICAL BILLINGS AND AWARDED AN EMERGENCY CONTRACT TO ADMINISTRATIVE ADVANTAGE, LLC FROM MAY 11, 2022 TO MAY 10, 2023 IN AN AMOUNT NOT TO EXCEED $350,000.00.

This Resolution authorizes termination of the contract awarded to DM Medical Billings, as per RFP-020-049, due to a notice of default for failing to meet the terms of the contract, and awards an emergency contract to Administrative Advantage, LLC from May 11, 2022 to May 10, 2023, in an amount not to exceed $350,000.00 for third-party EMS billing. This contract is exempt from public bidding, pursuant to the emergency provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-6, and is necessary to prevent an interruption in service with seeking and recovering funds in accordance with deadlines set by insurance, and in order to avoid an undue financial burden on the taxpayers of Gloucester County. This emergency has been certified by Andy Lovell, EMS Chief, NJ MICP, NREMT/P.

C-2 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $489,407.73.

This Resolution authorizes a contract with Motorola Solutions, Inc. for radio system upgrades, Astro SUA II UO Implementation Services, Astro SUA II Field Implementation, Release Impact Training, Release Implementation Training and Equipment upgrade at sites 0019, 0020, 0021, 0022, 0023, 0024, 0025 & 0026 for the Gloucester County Office of Emergency Response through State Contract Number 83909, for $489,407.73. C.A.F. Number 22-03681 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WEYMOUTH FOR DISPATCH SERVICES INCLUDING POLICE, FIRE AND EMS SERVICES FROM JUNE 1, 2021 TO MAY 31, 2031.

This Resolution authorizes an agreement with the Township of Weymouth for the County to continue to provide dispatch services, including police, fire, and ems services from June 1, 2021 to May 31, 2031. The original term was from June 1, 2011 to May 31, 2021 and the parties are authorizing a new 10-year term. The Township of Weymouth will pay the County the sum of $10,287.92 for the first year. Thereafter, the second and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor.

D-1 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF EPIDEMIOLOGY,ENVIRONMENTAL AND OCCUPATIONAL HEALTH AND ACCEPTANCE OF FUNDS FROM THE 2023 RIGHT TO KNOW PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $10,798.00.

This Resolution authorizes the County Department of Health to apply for a grant from the New Jersey Division of Epidemiology, Environmental and Occupational Health and to accept funds from the 2023 Right to Know Program in the amount of $10,798.00, which will be used to provide a database to advise workers and the community of hazardous materials used in the workplace, and to monitor collection and awareness of this data.
D-2 Resolution Authorizing a Grant Agreement with the New Jersey Department of Health to Receive Reimbursement for the Inspection of Tanning Facilities from April 1, 2022 to June 30, 2022 for $200.00 per Inspection.

This Resolution authorizes the County to enter into a grant agreement with the New Jersey Department of Health to receive reimbursement for the inspection of tanning facilities in Gloucester County pursuant to the Public Health and Food Protection Program, Tanning Facilities Registration and Inspection Project. Such inspections are required by State law and are funded via a Grant Agreement, wherein the County will receive the reimbursement amount of $200.00 for each inspection of a registered tanning facility with up to ten (10) sunlamp products, plus $10.00 for each additional sunlamp product at the facility, for the grant period from April 1, 2022 to June 30, 2022.

D-3 Resolution Authorizing an Agreement with Rowan University, Department of Health and Exercise Science from April 1, 2022 to March 31, 2023.

This Resolution authorizes an Agreement with Rowan University, through its Department of Health and Exercise Science, setting forth the terms and conditions for the provision of training opportunities to Rowan students via unpaid internships at the County’s Department of Health, under the supervision of appropriate County personnel, from April 1, 2022 to March 31, 2023.

D-4 Resolution Authorizing Application and Acceptance of a Grant Agreement with the New Jersey Department of Military & Veterans Affairs to Provide Transportation Services for County Veterans from July 1, 2022 to June 30, 2023 in the Amount of $30,000.00.

This Resolution authorizes the Department of Health and Human Services, Division of Transportation Services to submit a grant application and authorizes the execution of a grant agreement with the Department of Military & Veterans Affairs for $30,000.00, from July 1, 2022 to June 30, 2023. The grant contract is for the provision of paratransit-type services to eligible veterans of Gloucester County for transport to the VA Hospital in Philadelphia, VA Hospital in Elsmere, Delaware and the VA Clinic in Sewell.

D-5 Resolution Authorizing an Application for SFY 2022 Round 9 Job Access Reverse Commute (JARC) Grant from NJ Transit from July 1, 2022 to June 30, 2023 for $110,000.00 with an In-Kind Match of $110,000.00, for a Total Program Amount of $220,000.00.

This Resolution authorizes execution of a grant application submitted by the County Division of Transportation Services for the SFY 2022 Round 9 Job Access Reverse Commute (JARC) Grant from July 1, 2022 and ending June 30, 2023. The grant funds are for a total amount of $220,000.00, which includes a county in-kind match of $110,000.00. These funds will be used to support work-related transportation for employment opportunities to eligible county residents.

E-1 Resolution Authorizing an Application with the New Jersey Division of Highway Traffic Safety and Acceptance of the DUI Checkpoint/Saturation Patrol Grant from October 1, 2022 to September 30, 2023 for $130,000.00.

This Resolution authorizes submission of a grant application by the County Prosecutor's Office regarding the DUI Checkpoint/Saturation Patrol Program Grant, and accepts funds to be used to conduct DUI checkpoints and saturation patrols by experienced police officers in a coordinated effort to combat impaired driving, and to publicly promote and advertise the details to educating the public.

E-2 Resolution Authorizing an Application with the New Jersey Division of Highway Traffic Safety and Acceptance of the Comprehensive Traffic Safety Program Grant from October 1, 2022 to September 30, 2023 for $55,000.00.

This Resolution authorizes submission of a grant application by the County Prosecutor's Office regarding the Comprehensive Traffic Safety Program (CTSP) Grant, and accepts funds to be used to conduct public awareness campaigns and attend health, safety and educational events in an effort to reduce the number of serious and fatal motor vehicle accidents that occur within the County.

E-3 Resolution Authorizing an Application with the New Jersey Division of Highway Traffic Safety and Acceptance of the Distracted Driving Crackdown Grant from April 1, 2023 to April 30, 2023 for $70,000.00.

This Resolution authorizes submission of a grant application by the County Prosecutor's Office regarding the Distracted Driving Crackdown Grant, and accepts funds to be used to conduct special enforcement patrols targeting distracted drivers during the month of April.
E-4 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE CLICK IT OR TICKET MOBILIZATION GRANT FROM MAY 1, 2023 TO JUNE 30, 2023 FOR $40,000.00.

This Resolution authorizes submission of a grant application by the County Prosecutor's Office regarding the Click It or Ticket Mobilization Grant, and accepts funds to be used to increase seatbelt usage through a targeted two-week seatbelt enforcement campaign.

E-5 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE TERM JULY 1, 2019 TO JUNE 30, 2020 FOR $86,020.00.

This Resolution authorizes submission of a grant application by the County Prosecutor's Office for the Edward Byrne Memorial Justice Assistance Grant Program, and accepts subaward number JAG-1-8TF-18 in the amount of $86,020.00 to be used by the County's Multi-Jurisdictional Gangs, Gun & Narcotics Task Force for equipment needed to combat gang and narcotics activities within Gloucester County.

E-6 RESOLUTION AUTHORIZING PURCHASES FROM ARAMSCO, INC. VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $37,572.90.

This Resolution authorizes purchases from Aramsco, Inc. via State Contract Number 17-FLEET-00729, of gas masks and other personal protective equipment, parts and accessories as needed by the County Sheriff's Department, for a total amount of $37,572.90. C.A.F. Number 22-03492 has been obtained to certify funds.

E-7 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE 2023 CHILD PASSENGER SAFETY EDUCATION GRANT FOR THE TERM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $24,500.00.

This Resolution authorizes submission of a grant application by the County Sheriff's Department for the 2023 Child Passenger Safety Grant, and accepts funds in the amount of $24,500.00 to be used to instruct parents and caregivers of the importance of proper selection, installation, and use of child safety seats via presentations given by Sheriff Officers at various community events throughout the County.

DEPARTMENT OF EDUCATION, LAND & PROPERTY

COMMISSIONER BARNES

COMMISSIONER JEFFERSON

F-1 RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 01 TO INCREASE THE CONTRACT WITH PETER LUMBER COMPANY.

This Resolution authorizes Change Order Number 01 to increase the contract with Peter Lumber Company for additional composite decking materials needed for County projects, pursuant to specifications PD-22-015, thereby increasing the contract amount by $8,649.67, for a new total contract amount of $56,278.07 from vendor notification to proceed until delivery. Peter Lumber Company was the previous sole responsive and responsible alternate bidder. C.A.F. Number 22-03709 has been obtained to certify funds.

DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL

COMMISSIONER DESILVIO

G-1 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC. FROM APRIL 1, 2022 TO MARCH 31, 2023 IN AN AMOUNT NOT TO EXCEED $24,000.00.

This Resolution authorizes a contract with County Business Systems, Inc., pursuant to N.J.S.A. 40A:11-5(1)(dd), for the maintenance of the proprietary CBS-Bluestone Probate System and server connections used by the Gloucester County Surrogate’s Office.

Old Business

New Business

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

Adjournment
Gloucester County
Board of Commissioners

Proclamation

RECOGNIZING
JOSEPH A. BRIGANDI, JR.
ON BEING INDUCTED INTO THE
GLASSBORO HIGH SCHOOL HALL OF DISTINGUISHED ALUMNI

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize Joseph A. Brigandi, Jr. on being inducted into the Glassboro High School Hall of Distinguished Alumni; and

WHEREAS, Joseph A. Brigandi, Jr. graduated Glassboro High School with the Class of 1974 and has been an integral force in the growth and progress of the Borough of Glassboro. Joseph A. Brigandi, Jr. served as a Councilman from 1991-1998 and was Council President for two of those years. He spearheaded the creation of the Glassboro Economic Development Corporation, where he served as founder and Vice Chairman. He earned a B.A. in Business Administration from Rutgers University in 1978, and entered a career in administration, eventually becoming one of the most influential business administrators in the Borough of Glassboro, and was simultaneously elected as a Gloucester County Freeholder, serving for over 13 years; and

WHEREAS, Joseph A. Brigandi, Jr., as Freeholder, was responsible for implementing the shared administration of Gloucester County College, the Institute of Technology and Special Services School District, a merger that saved Gloucester County taxpayers over $1.3 million annually. He served as liaison to the Board of Elections, and was responsible for implementing modern voting machines throughout the County. His contributions as a leader at the County level set the bar high for all those who followed him and our residents continue to reap the benefits of his accomplishments. As Glassboro administrator, he was heavily involved in the Rowan Boulevard project, a $300 million public-private partnership that resulted in unprecedented re-development in downtown Glassboro. He also lead the Borough and its employees with fairness and strong direction, enabling the day to day operation to run effectively and efficiently; and

WHEREAS, Joseph A. Brigandi, Jr. also excelled in the area of service to his community, as a founding member and former Vice President of the Boys and Girls Clubs of Gloucester County, rejoining as a board member in 2021, and most recently serves on the board for Gloucester County Habitat for Humanity. His huge heart and passion for always doing what is right has made him not only a great leader, but an even more amazing father, grandfather, husband, friend and colleague. He still resides in Glassboro with his wife Elaine, and has enjoyed the expansion of his family with the marriages of his sons Joe (Stephanie), Sean (Christine) and daughter Bethany (Brian) and particularly enjoys spending as much time as he can with his grandson, Cole.

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 Konavel do hereby recognize Joseph A. Brigandi, Jr. on being inducted into the Glassboro High School Hall of Distinguished Alumni.

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 5th day of May, 2023.

[Signatures]

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Christopher Konavel, Jr.
Commissioner

Lyman Barnes
Commissioner

Denice DiCarlo
Commissioner

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

Proclamation

RECOGNIZING

STEVEN C. CRISPIN
ON BEING INDUCTED INTO THE
GLASSBORO HIGH SCHOOL HALL OF DISTINGUISHED ALUMNI

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize Steven C. Crispin on being inducted into the Glassboro High School Hall of Distinguished Alumni; and

WHEREAS, Steven C. Crispin graduated from Glassboro High School with the Class of 1975 and played on the basketball team scoring 1450 points during his career. He also led his team to a second place finish in the NJ Group 1 State Championship. Upon graduating, Steven was offered a scholarship to play football at Villanova University where he studied Math and Science, graduating with a Bachelor of Arts degree and teaching certification. He accepted an offer to teach Math at Glassboro High School, teaching there for seven years, as well as coaching multiple sports including basketball, baseball, football and track. In basketball, he had a 77% winning percentage, compiling a record of 159-47. He also led the Bulldogs to three conference championships, one South Jersey Championship and one Group 1 State Championship in 1981. Steve concurrently attended Rowan University receiving his Masters degree in Secondary School Administration; and

WHEREAS, Steven C. Crispin accepted his first position as school business administrator for the Barrington School District, and then was offered and accepted the position of school business administrator at Clearview High School, where he served for thirteen years. In 2001, he was appointed Superintendent of the Mantua School District where he served for another thirteen years and subsequently transferred to Audubon School District as Superintendent. In 2017, he became the Superintendent for the West Deptford School District, where he served until his retirement in 2019. He continued on to serve as interim superintendent for the Alloway Township and Woodstown-Pilesgrove Regional School Districts; and

WHEREAS, Steven C. Crispin has used his vast institutional knowledge and love of sports to help create the Crispin Basketball Program, where he serves as a consultant and, on days of his choosing, a camp director and a coach at club practice. His specialty is individual skill development, especially in the area of shooting. Steven resides in Pitman, NJ with his wife, Sue, and enjoys spending time with his children and grandchildren.

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 Steven C. Crispin on being inducted into the Glassboro High School Hall of Distinguished Alumni.

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 5th day of May, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denice DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel, Jr.
Commissioner

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

Proclamation

RECOGNIZING

BILLY GENE FOLK
ON BEING INDUCTED INTO THE
GLASSBORO HIGH SCHOOL HALL OF DISTINGUISHED ALUMNI

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize Billy Gene Folk on being inducted into the Glassboro High School Hall of Distinguished Alumni; and

WHEREAS, Billy Gene Folk graduated from Glassboro High School with the class of 1967. As an all-around athlete he earned three varsity letters in football, four in track and field and one each in basketball and wrestling, culminating in the award for the most varsity letters earned in his class, and subsequently was inducted into the GHS Sports Hall of Fame in 2016; and

WHEREAS, Billy Gene Folk was offered various sports scholarships to attend college, but opted instead to serve his country and enlisted in the United States Army, was trained as a medic and served in Vietnam with Company E, 3rd Battalion, 21st Infantry. On April 13, 1968, his platoon came under enemy fire, and Billy carried an injured soldier to safety, earning the prestigious Bronze Star Medal with a "V" for valor for heroic achievement. Billy Gene Folk was also awarded two Purple Hearts for being wounded in an armed conflict on two separate occasions, and the Republic of Vietnam Gallantry Cross Medal with Palm, in addition to other awards for his heroic and selfless acts; and

WHEREAS, Billy Gene Folk was honorably discharged from military service in 1972, and enrolled in Eastern Kentucky University, earning his B.S. and M.S. degrees with honors in geology. He worked as a geologist for 27 years with an Engineering firm, eventually starting his own business in the same field. Billy and his wife and high school sweetheart, Patty Wible, have been married for 33 years and reside in Madisonville, Kentucky. They have seven children and 14 grandchildren.

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 Konaweel do hereby recognize Billy Gene Folk on being inducted into the Glassboro High School Hall of Distinguished Alumni.

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 5th day of May, 2022.

[Signatures]

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konaweel, Jr.
Commissioner

ATTEND:

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

Proclamation

RECOGNIZING
THE GLASSBORO FIRE DEPARTMENT
125TH ANNIVERSARY CELEBRATION
1896-2021

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize The Glassboro Fire Department on the celebration of its 125th Anniversary; and

WHEREAS, The Glassboro Fire Department began as the Glassboro Hose and Ladder Company, which placed a horse-drawn ladder wagon, its first piece of apparatus, into service in May of 1894, and used the "Mule Barn" on the grounds of the Whitney Glass Works as its house, eventually building a two-story structure in 1895 called the "Fireman's Hall" on the south side of High Street, between Main and Academy Streets; and

WHEREAS, after the Whitney Glass Works fire on October 26, 1895, a meeting was called for the purpose of creating an organized fire company, and in December of 1896, Chief Harry Rowan, Sr. presided over the first meeting of The Glassboro Fire Department, which consisted of 33 men with a mission to actively promote, deliver and preserve with pride and dedication a feeling of security and safety, and provide a quality of service to the citizens of the community; and

WHEREAS, The Glassboro Fire Department provides a full range of emergency response to such incidents as fires, hazardous materials, automobile accidents including vehicle extractions and other emergencies. The Glassboro Fire Department also provides programs to the schools and community in fire prevention, public awareness and education, and disaster preparedness, and performs safety inspections in homes and businesses. The Glassboro Fire Department has continually served this community for 125 years, and will continue its mission as Glassboro moves into the future; 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 Konavel, Jr. do hereby recognize The Glassboro Fire Department on the occasion of the celebration of their 125th Anniversary.

IN WITNESS WHEREOF, the Gloucester County Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 14th day of May, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Denise DiCarlo
Commissioner

Christopher Konavel, Jr.
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board
MINUTES

6:00 p.m. Wednesday, April 20, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

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

Roll Call

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

Changes to the Agenda

Approval of the April 6, 2022 regular meeting minutes.

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

Comments: Commissioner DeSilvio noted that he wanted the April 6, 2022 minutes to reflect that he was enthusiastic about the 2A resolution being passed but wanted it noted it was not the resolution he submitted.

Commissioner Barnes noted that Commissioner DeSilvio’s comment had nothing to do with the approval of the minutes.

PROCLAMATIONS

53796  Proclamation recognizing Charlie Brown’s Fresh Grill on its Re-Opening Celebration (This proclamation was previously presented by Deputy Director Simmons).

53797  Proclamation recognizing The Arc Gloucester on 65 Years of Service (This proclamation was previously presented by Commissioner Jefferson).

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

OPEN

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

Comments: N/A
CLOSE

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

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

53798 RESOLUTION RATIFYING THE AGREEMENTS BETWEEN THE GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE GLOUCESTER COUNTY SHERIFF AND FOP LODGE 97 AND FOP LODGE 198 FOR THE TERM JANUARY 1, 2022 TO DECEMBER 31, 2027.

53799 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM MAY 1, 2022 TO APRIL 30, 2023 FOR $30,250.00.

53800 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF APRIL 2022.

53801 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH DREW & ROGERS, INC. FROM MARCH 26, 2022 TO MARCH 25, 2023 IN AN AMOUNT NOT TO EXCEED $35,000.00.

53802 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CUMBERLAND.

Motion to approve Resolutions 53798 through 53802 as read.

<table>
<thead>
<tr>
<th>Motion</th>
<th>Second</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Konawel</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Director Simmons</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Jefferson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner DeSilvio</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Barnes</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner DiCarlo</td>
<td></td>
<td>X</td>
<td></td>
<td>22-00811; 21-10779;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22-02903; 22-01280; 22-01287; 22-03185; 22-03186; 22-03187; 21-10607; 22-01828; 22-02416; 22-02417; 22-03077; 22-02357; 22-02358; 22-02361; 22-02519; 22-02593; 22-03153; 22-03154; 22-02662;</td>
<td></td>
</tr>
<tr>
<td>Director DiMarco</td>
<td></td>
<td></td>
<td></td>
<td>21-11677; 22-00968; 22-00969</td>
<td></td>
</tr>
</tbody>
</table>

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO


53804 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MAY 5, 2022 TO MAY 4, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00.

53805 RESOLUTION RESCINDING A PURCHASE FROM BEYER OF MORRISTOWN, LLC FOR A TOTAL AMOUNT OF $46,332.00.
53806 RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST REIMBURSEMENT AGREEMENT NO. 22-DT-BLA-853 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR $1,648,384.00.

Motion to approve Resolutions 53803 through 53806 as read.

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

Comments: N/A

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

DEPARTMENT OF HEALTH & HUMAN SERVICES
COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53807 RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $350,000.00.

53808 RESOLUTION AUTHORIZING A PURCHASE FROM WELLS FARGO c/o FFF ENTERPRISES, INC. VIA STATE CONTRACT FOR $148,895.88.

53809 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023 FOR $214,000.00 WITH AN IN-KIND MATCH OF $32,062.00 FOR A TOTAL AMOUNT OF $246,062.00.

53810 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE CHILDHOOD LEAD EXPOSURE PREVENTION (CLEP) GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT TO BE DETERMINED.

53811 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH NAP, INC. T/A MAYFAIR MOTEL TO INCREASE THE CONTRACT AMOUNT BY $10,000.00 RESULTING IN AN AMOUNT NOT TO EXCEED $46,000.00 THROUGH DECEMBER 31, 2022.

53812 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE DMHAS YOUTH LEADERSHIP GRANT FROM THE STATE OF NEW JERSEY GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE THROUGH THE DHS/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FROM JULY 1, 2022 TO MARCH 14, 2023 FOR $37,977.00.

53813 RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDING TO THE 2022 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO INCLUDE A RECOVERY MOBILE VAN PROGRAM AND ACCEPT ADDITIONAL FUNDING.

53814 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH PARTICIPATING MUNICIPALITIES FOR FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS.

Motion to approve Resolutions 53807 through 53814 as read.

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

Comments: N/A

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL
DEPARTMENT OF EDUCATION, LAND & PROPERTY

COMMISSIONER BARNES

COMMISSIONER JEFFERSON

53815 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY RUSSELL LEONE AND APRIL LEONE FOR $340,917.65.

53816 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY RUSSELL LEONE AND APRIL LEONE FOR $204,520.50.

53817 RESOLUTION AUTHORIZING A CONTRACT WITH RAHN LANDSCAPING, LLC FROM MARCH 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $81,000.00.

53818 RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH A.C. SCHULTES, INC. FROM MAY 13, 2022 TO MAY 12, 2024 IN AN AMOUNT NOT TO EXCEED $60,000.00 PER YEAR.

Motion to approve Resolutions 53815 through 53818 as read.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL

COMMISSIONER DESILVIO

Old Business

New Business

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

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

Comments:

Jacci Vigilante, Harrison Township - Commented on the Civic Operations Community Outreach program.

Chad Bruner, Administrator - Explained the program and that the information was on the County website. He also stated that the program is federally funded through American Recovery Act.

Thomas Bianco, Economic Development - Explained that the reporting information would be available on the county’s website.

Leona Mather, Elk Township - Addressed Commissioner Konawel’s offensive Facebook post.

Commissioner Christopher Konawel - Defended his Facebook posting stating that he found the post ironic.

Assemblywoman Beth Sawyer - Commented on the previous comments regarding Commissioner Konawel.

Wanda Tranquillo, Gibbstown - Commented on the 2A Resolution that was passed at the April 6, 2022 Commissioners’ meeting.

Woman commenting that Thursday, May 5, 2022 was a National Day of Prayer.

Joe Getzinger, Woodbury Heights - Questioned Commissioner Konawel and Commissioner DeSilvio comments that more could have been done to reduce the budget.
Commissioner Christopher Konawel – Responded that he wanted to use more surplus and he mentioned that funds allocated towards the Civic Operations Group contract could have been used better.

Commissioner Nick DeSilvio – Responded that he suggested to the board that we could have reduced the tax rate even more by using more surplus.

George Galletuthin, Woodbury – Commented on bonding and expenditures.

Joe Hetzel, Wenonah – Commented on the GCL quite zones.

Director DiMarco – Advised that the quite zones would be paid through the project.

Chad Bruner, Administrator – Explained that the cost of quite zones is included in the project budget. That the towns still need to make applications but the cost is on the DRPA. He also confirmed that the there is no increase in insurance or quite zones for the towns.

Mike Vento, Washington Township, Chief Engineer for the DRPA – Commented on the GCL project. Confirmed that the quite zones associated with the GCL project will be owned and maintained by the project not the municipality or the County.

Chad Bruner, Administrator - Asked Mr. Vento to confirm that his prior statement regarding the DRPA being responsible for the quite zones and insurance was accurate. Mr. Vento confirmed.

Commissioner Nick DeSilvio – Questioned Executive Order 215 and who makes up the project team?

Mike Vento, Washington Township, Chief Engineer for the DRPA - NJ Transit project and the DRPA is the project manager and the South Jersey Transportation Authority is the funding partner.

Commissioner Heather Simmons – Questioned if the South Jersey Transportation Authority funding was funded by toll payers. Mike confirmed that it was and that it was included in their last toll increase and the first $200 million dollars was allocated to the GCL. Commissioner Simmons then asked how many of the toll payers are from out of state.

Chad Bruner, Administrator and Commissioner Lyman Barnes - Commented that there was a study that states more than 80/65 percent of toll payers are from out of state.

Anna Janda, Mantua – Commented on the GCL. She appreciated that Commissioner Jefferson spoke with her after the last meeting.

Director DiMarco – Confirmed that the GCL is not the County’s project.

Charles Hughes, Woodbury – Commented on the GCL.

Commissioner Christopher Konawel – Suggested putting the support of the GCL on the ballot.

Chad Bruner, Administrator – Suggested bringing a petition with more than 50% support against the project to the Commissioners. Stated that the County can’t supersede the constitution and it can’t supersede a rail project. Commissioners represent all 24 towns and you can’t pick one towns opinions over another.

Steve Sweeney, West Deptford – Commented on the GCL. Sometimes change is difficult. Nowhere in the State where property values went down along a lite rail. Check the studies and you will see that property values improved, environmental issues improved over time and it beats having 20,000 more cars on the road.

Woman commented on previous comments made by Steve Sweeney.

Tony Alverto, Woodbury – Commented on the GCL.

Harry Dewitt, Mantua – Commented on the GCL.
### CLOSE

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

Comments: N/A

### Adjournment

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

Comments: N/A

Time: 7:09 P.M.
RESOLUTION CONFIRMING USE OF PROJECT LABOR AGREEMENTS
PURSUANT TO N.J.S.A. 52:38-1 ET SEQ.

WHEREAS, the County of Gloucester has a compelling interest in carrying out public works projects at the lowest reasonable cost and the highest degree of quality; and, pursuant to N.J.S.A. 52:38-1 et seq. project labor agreements ("PLAs") are authorized to be utilized; and

WHEREAS, a highly skilled workforce ensures lower costs for repairs and maintenance over the lifetime of the completed project; and

WHEREAS, PLAs make it possible to provide the County with a guarantee that public works projects are completed with highly skilled workers and to more accurately predict the actual cost of projects; and

WHEREAS, the prior law permitted the use of PLAs beyond contracts for building-based public works projects; and

WHEREAS, the legislation authorized by L.2021, c. 69, § 2, eff. April 30, 2021 expands the permissible use of PLAs beyond building-based public works contracts, so as to allow public entities to use PLAs for highway, bridge, pumping station and water and sewage treatment plant projects that are worth at least $5 million and are subject to the prevailing wage law; and

WHEREAS, recognized and registered apprenticeship programs are required pursuant to N.J.S.A. 52:38-5 and advance the interests of the public entity, including the interests in cost, efficiency, quality, timeliness, skilled labor force, and safety;

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

1. That project labor agreements shall be utilized for any public works contracts that are worth at least $5 million and subject to the Prevailing Wage Law as per N.J.S.A. 52:38-2.

2. That the County of Gloucester shall either: directly negotiate in good faith a project labor agreement with one or more labor organizations; or, condition the award of a contract to a construction manager upon a requirement that the construction manager negotiate in good faith a project labor agreement with one or more labor organizations.

3. That any bidder for the public works project refusing to agree to abide by the conditions of the project labor agreement or the requirement to negotiate a project labor agreement shall not be regarded as a responsible bidder.

4. That each project labor agreement shall conform to the required provisions as set forth in N.J.S.A. 52:38-5, including recognized and registered apprenticeship programs, and a copy of said agreement may be forwarded to the Commissioner of Labor.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,
Clerk of the Board
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 $100,000.00, which item is now available as a revenue from New Jersey Transit, FFY 2018 Section 5310 (CY 2022), to be appropriated under the caption of New Jersey Transit FFY 2018 Section 5310 (CY 2022) - Other Expenses.

(2) The sum of $301,482.00, which item is now available as a revenue from the State of New Jersey Department of Human Services, Area Plan Grant, to be appropriated under the caption of the State of New Jersey Department of Human Services, Area Plan Grant - Other Expenses.

(3) The sum of $90,000.00, which item is now available as a revenue from the State of New Jersey Department of Labor and Workforce Development, WIOA Other-On-The-Job Training PY2021, to be appropriated under the caption of the State of New Jersey Department of Labor and Workforce Development WIOA Other-On-The-Job Training PY2021 - Other Expenses.

(4) The sum of $325,293.00, which item is now available as a revenue from New Jersey Transit, Senior Citizen and Disabled Resident Transportation Assistance Grant, to be appropriated under the caption of New Jersey Transit Senior Citizen and Disabled Resident Transportation Assistance Grant - Other Expenses.

(5) The sum of $86,020.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, Gangs, Guns and Narcotics Task Force, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Edward Byrne Memorial Justice Assistance Grant - Other Expenses.

(6) The sum of $55,000.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, FY2021 Emergency Management Agency Assistance Grant, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety FY2021 Emergency Management Agency Assistance Grant - Other Expenses.

(7) The sum of $40,000.00, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety, Click It or Ticket, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety Click It or Ticket - Other Expenses.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:  
FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,  
Clerk of the Board
RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

WHEREAS, the County of Gloucester has a need for materials and supplies, including fuels, office supplies, paper products, instructional materials and equipment, vehicles, and such other items and services; and

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Hunterdon County Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System, and has been approved by the New Jersey Division of Local Government Services pursuant to N.J.A.C. 5:34-7.1 et seq.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Gloucester hereby authorizes and approves a Cooperative Pricing Agreement with Hunterdon County Educational Services Commission, as Lead Agency, for the purchase of goods and services; and

BE IT FURTHER RESOLVED that the Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and all other provisions of the revised statutes of the State of New Jersey.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
Hunterdon County Educational Services Commission
37 Hoffmans Crossing Road
Califon, New Jersey 07830
Phone: 908-439-4280 Fax: 908-975-3753

Marie Gorey/ Superintendent x4500
Corinne Steinmetz, SBA/Board Secretary x4501
Doreen Pirozzi, Purchasing Manager x1513

COOPERATIVE PRICING AGREEMENT

This agreement, made and entered into this ___ day of _______, 20___, by and between the Board of Directors of Hunterdon County Educational Services Commission, referred to as the “Lead Agency” and various governing boards, authorities, commissions and other governmental contracting units within the State of New Jersey.

WITNESSETH

WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System with boards of education, municipalities, and other types of public bodies located within the State of New Jersey, utilizing the Lead Agency’s administrative purchasing services and facilities in order to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, the Cooperative Pricing System is authorized by N.J.S.A. 40A: 11-11 and has been approved by the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.A.C. 5:34-7.1 et seq., and

WHEREAS, all the parties hereto shall approve this Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and

NOW, THEREFORE, it is mutually agreed as follows:

1) The work, materials or supplies to be priced cooperatively may include fuels, office supplies, paper products, instructional materials and equipment, vehicles, modulars and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.

2) Upon approval of the Cooperative Pricing System and during each January thereafter, the Lead Agency shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it, to include such information required by N.J.A.C. 5:34-7.9. as may be amended from time to time, including:

HCESC Cooperative Pricing Agreement
a. The name of the participating contracting unit, and  
b. The name of the Lead Agency soliciting competitive bids or informal quotations, and  
c. The address and telephone number of Lead Agency, and  
d. The State Identification Code for the Cooperative Pricing System, and  
e. The expiration date of the Cooperative Pricing Agreement.

3) Each of the participating contracting units shall indicate, in writing to the Lead Agency, the items to be purchased by the contracting unit, the approximate quantities desired, the location for delivery and other such requirements necessary for the Lead Agency to prepare specifications as provided by law. Although the Lead Agency endeavors to serve the needs of all registered members of the Cooperative Pricing System, the Lead Agency may not be able to prepare specifications and/or solicit bids for all projects and makes no such guarantee.

4) The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

5) A single advertisement for bids/proposals or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented by the Lead Agency on behalf of all registered members desiring to purchase any item in the Cooperative Pricing System. All advertisements and solicitations shall be made in compliance with the Public School Contracts Law.

6) The Lead Agency shall receive bids or quotations on behalf of all participating contracting units. The Lead Agency shall review said bids and, on behalf of all registered members, either reject all bids, or award a contract in compliance with the Public School Contract Law and the specifications. This award shall result in the Lead Agency entering into a master contract with the successful bidder(s) providing for two categories of purchases:

a. The quantities ordered for the Lead Agency's own needs, and  
b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) when required by law and, only after the Lead Agency has certified the funds available only for its own needs.
Each registered member shall: (1) certify that it has the funds available necessary for its own order(s) from the Cooperative Pricing System; (2) enter into a formal written contract directly with the successful bidder(s) when required by law and the project specifications; (3) issue purchase orders in its own name directly to the successful bidder(s) against said contract; (4) accept its own deliveries; (5) be invoiced by and receive statements from the successful bidder(s) and (6) be responsible for any tax liability. No registered member shall be responsible for payment for any items ordered or for performance generally, by or to any other registered member. Each registered member shall accordingly be liable only for its own performance and for items ordered and received by it.

The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the registered members.

7) Nothing in this Agreement shall prevent any registered member from awarding contracts of purchase, individually and on its own behalf, with or without advertising, except that invitations for such individual bids shall not be advertised nor bids be received during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities other than, in the case of the registered member's emergency or hardship.

8) The Lead Agency reserves the right to exclude any item or commodity from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable as to the Lead Agency or the registered members..

9) The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder(s) with the exception of the fuel participation. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.

10) This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect for a period of five (5) years pursuant to N.J.A.C. 5:34-7.5(f), or until a party to this Agreement shall give written notice of its intention to terminate its participation in the Cooperative Pricing System.

11) All records or documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
12) Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

13) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed.

GOVERNING BOARD / BOARD OF EDUCATION

DISTRICT/MUNICIPALITY: COUNTY OF GLOUCESTER

ATTEST: ____________________ BY: ____________________
LAURIE J. BURNS, FRANK J. DIMARCO
CLERK OF THE BOARD COMMISSION DIRECTOR

DATE: ____________________

LEAD AGENCY
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION

ATTEST: ____________________ BY: ____________________
Secretary to the Board Board President

DATE: ____________________
RESOLUTION AUTHORIZING A CONTRACT WITH ELECTION SYSTEMS & SOFTWARE FROM MAY 1, 2022 TO APRIL 30, 2023 FOR $48,000.00

WHEREAS, the County of Gloucester has a need to obtain services for election-related hardware; and

WHEREAS, on March 17, 2021, the County authorized the purchase of the election hardware, which included two licenses (software and firmware) and the hardware maintenance and support coverage are for a period of one year, commencing upon delivery; and

WHEREAS, it is necessary to extend the warranty and licenses and purchase an extended warranty, including maintenance and a firmware license for the election hardware; and

WHEREAS, the Board of Elections recommends that said services be provided by Election Systems & Software, LLC, of 11208 John Galt Boulevard, Omaha, Nebraska 68137, for $48,000.00, from May 1, 2022 to April 30, 2023; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of $48,000.00 pursuant to C.A.F. No. 22-03293, which amount shall be charged against budget line item 2-01-20-121-001-2099; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Elections Systems and Software, LLC for the purchase of an extended warranty, including maintenance and a firmware license for election hardware, for $48,000.00, from May 1, 2022 to April 30, 2023.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 11, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
ELECTION SYSTEMS & SOFTWARE, LLC
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 11th day of May, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and Election Systems & Software, LLC of 11208 John Galt Boulevard, Omaha, Nebraska 68137, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to purchase services for election hardware related to election operations in the County of Gloucester; and

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

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract is from May 1, 2022 to April 30, 2023.

2. COMPENSATION. Contractor shall be compensated in the total contract amount of $48,000.00.

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

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

3. **DUTIES OF CONTRACTOR.** Contractor shall be compensated in a total contract amount of $48,000.00, as per Contractor’s Invoice, Invoice Number CD2018015, dated February 23, 2022, attached hereto as Attachment A and made a part of this contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of County, incorporated into this Contract by reference and Contractor’s Invoice, Invoice Number CD2018015, dated February 23, 2022, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Contractor’s Invoice, Invoice Number CD2018015, dated February 23, 2022, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the 11th day of May, 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, FRANK J. DIMARCO,
CLERK OF THE BOARD DIRECTOR

ATTEST: ELECTION SYSTEMS & SOFTWARE, LLC

__________________________

By: Title:
**Sales**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Sales Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Disc %</th>
<th>Tax %</th>
<th>Net Amount</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HMA - ExpressVote XL Extended Warranty with Biennial Maintenance, 01-MAY-22 to 30-APR-23</td>
<td>200.00</td>
<td>EA</td>
<td>165.00</td>
<td>0.00</td>
<td>0.00</td>
<td>33,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Firmware License - ExpressVote XL, 01-MAY-22 to 30-APR-23</td>
<td>200.00</td>
<td>EA</td>
<td>75.00</td>
<td>0.00</td>
<td>0.00</td>
<td>15,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Sub Total Amount**

48,000.00

**Total Exclusive Tax**

48,000.00

**Total Tax**

0.00

**Invoice Amount**

48,000.00
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**SHIP TO**  
GLOUC. CO BOARD OF ELECTIONS  
550 GROVE RD.  
PAULSBORO, NJ 08066  
856-384-4500

**VENDOR**  
ELECTION SYSTEMS& SOFTWARE LLC  
11208 JOHN GALT BLD.  
OMAHA, NE 68137-2364

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**  
**NO.** 22-03293

**ORDER DATE:** 04/18/22  
**REQUISITION NO:** R2-01863  
**DELIVERY DATE:**  
**STATE CONTRACT:** EXEMPT  
**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>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>HMA- EXPRESS VOTE XL EXTENDED WARRANTY WITH BIENNIAL MAINTENANCE YEAR TWO (2)</td>
<td>2-01-20-121-001-20299</td>
<td>Other Outside Services</td>
<td>33,000.0000</td>
</tr>
<tr>
<td>1.00</td>
<td>FIRM LICENSE - EXPRESS VOTE XL MAY 1, 2022 TO APRIL 30, 2023 YEAR TWO (2)</td>
<td>2-01-20-121-001-20299</td>
<td>Other Outside Services</td>
<td>15,000.0000</td>
</tr>
</tbody>
</table>

**TOTAL** | | | | **48,000.00**

**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.

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

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

**VENDOR SIGN HERE**

**DATE**

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

**DATE**

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

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

**QUALIFIED PURCHASING AGENT**

**DEPARTMENT HEAD**

**DATE**

**TREASURER / CFO**

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Election Systems & Software, LLC
Signed: [Signature]
Title: VP of Finance
Print Name: Richard S. Jablonski
Date: 4/19/2021

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

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

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

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

c. As used in this section:

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

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

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

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Election Systems & Software, LLC
Signed: [Signature]
Print Name: Richard I. Jablonski
Title: VP of Finance
Date: 4/19/2022

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

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

19:44A-20.9. Repayment of contribution

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

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

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.
RESOLUTION AUTHORIZING A CONTRACT WITH ASPHALT
PAVING SYSTEMS, INC. FROM MAY 18, 2022 TO MAY 17, 2024
IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR

WHEREAS, the County of Gloucester advertised for the receipt of public bids for the
supply of Cationic Emulsified Asphalt (CRS-2), as per PD-22-017, for use by the County
Department of Public Works; and

WHEREAS, bids were publicly received and opened on April 27, 2022, and after
following proper bid opening and evaluation procedure, it was determined that Asphalt Paving
Systems, Inc. of 500 N. Egg Harbor Road, Hammonton, NJ 08037 was the sole responsive and
responsible bidder in an amount not to exceed $25,000.00 per year; and

WHEREAS, the contract shall be awarded for a period of two (1) years from May 18,
2022 to May 17, 2024, with the County having the option to extend the contract for one (1) two-
year period or two (2) one-year periods; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the
Board is directed to attest to a contract with Asphalt Paving Systems, Inc. for the supply of
Cationic Emulsified Asphalt (CRS-2), as per PD-22-017, from May 18, 2022 to May 17, 2024,
with the County having the option to extend the contract for one (1) two-year period or two (2)
one-year periods, in an amount not to exceed $25,000.00 per year; 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 regular a meeting of the Board of County Commissioners of the County of
Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
PURCHASE CONTRACT  
Between  
COUNTY OF GLOUCESTER  
AND  
 ASPHALT PAVING SYSTEMS, INC.

THIS PURCHASE CONTRACT is made effective the 11th day of May, 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 ASPHALT PAVING SYSTEMS, INC. with an address of 500 N. Egg Harbor Road, Hammonton, NJ, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County seeks the supply of Cationic Emulsified Asphalt (CRS-2) for use by the Public Works Department, as set forth in PD-22-017; and

WHEREAS, bid responses were publicly received and opened by the County on April 27, 2022 with Vendor being the successful bidder 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 May 18, 2022 to May 17, 2024, 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 for Cationic Emulsified Asphalt (CRS-2) on an as-needed basis, in a total amount not to exceed $25,000.00 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 of Cationic Emulsified Asphalt (CRS-2) for use by the Public Works Department, as set forth in Vendor’s bid response to specifications PD-22-017, which are incorporated herein and made a part hereof.
by reference. 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
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-22-017, 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 11th day of May, 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:**

**ASPHALT PAVING SYSTEMS, INC.**

__________

By: ROBERT CAPOFERRI
Title: PRESIDENT
**PD 22-017**

Bid Opening 4/27/2022 10:00 am

**SPECIFICATIONS AND PROPOSAL FORM FOR THE**

**SUPPLYING OF CATIONIC EMULSIFIED ASPHALT**

**(CRS-2) FOR THE COUNTY OF GLOUCESTER**

**PUBLIC WORKS DEPARTMENT AND EXISTING**

**UNITS WITHIN THE COUNTY AS ALLOWED**

**THROUGH THE COUNTY CONTRACT PURCHASING**

**SYSTEM NUMBERS CK-01-GC & 16GLCP**

---

**VENDOR:**  
Asphalt Paving Systems Inc.  
PO Box 638  
Hamonton, NJ 08037  
Robert Capoferrri Pres.  
609 661-4161  
609 567-2824 Fax

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Regular Blend</td>
<td>$5.50</td>
</tr>
<tr>
<td>2 Winter Blend</td>
<td>$5.75</td>
</tr>
</tbody>
</table>

**Variations: (if any)**  
NONE

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

---

**Debit**  
Prime Vendor

---

**Term of contract is for two (2) years with an option to extend the term for one (1) 2 year or 2 one (1) year periods.**

**Based upon the bids received, I recommend Asphalt Paving Systems be awarded the contract as the lowest responsive, responsible bidder.**

---

**Sincerely,**  
Kimberly Larter, Qualified Purchasing Agent
RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 02 TO INCREASE THE CONTRACT WITH A.P. CONSTRUCTION, INC.

WHEREAS, by Resolution adopted on September 1, 2021 the County of Gloucester ("County") authorized the award of a contract to A.P. Construction, Inc. for $1,398,975.00 for labor and materials required regarding the 2021 Gloucester County Stormwater Replacement Project (State-Aid funded), as set forth in Engineering Specifications 21-08SA; and

WHEREAS, by Resolution adopted March 16, 2022 the County authorized Change Order Number 01 to increase the contract by $139,130.00 for the addition of police traffic directors, 15" high-density polyethylene pipe, and slip lining of the 60" corrugated metal pipe on Ewan Road over Clems Run, resulting in a new total contract amount of $1,538,105.00; and

WHEREAS, the County Engineer has recommended Change Order Number 02 which is necessary for additional supplemental storm and sanitary sewer work, requiring the contract to be increased by $57,042.96.

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 02 to increase the contract with A.P. Construction, Inc. by $57,042.96, resulting in a new total contract amount of $1,595,147.96.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 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: A.P. Construction, Inc.
   915 S. Blackhorse Pike
   Blackwood, NJ 08012

2. Description of Project or Contract: 2021 Gloucester County Stormwater
   Maintenance Project Various Locations
   Throughout the County

3. Date of Original Contract: 1-Sep-21

4. P.O. Number: 21-09807

5. Amount of Original Contract: $1,398,976.00

6. Amount of Previously Authorized Change Order $139,130.00

7. Amount of this Change Order No. 2: $57,042.86

8. New Total Amount of Contract (Total of Numbers 5, 6 & 7 Above) $1,595,147.96

9. Need or Purpose of this Change Order: Quantity adjustments. Increase and decrease of
   pipe sizes and additions of supplemental storm and sanitary sewer work that warranted
   additional police traffic director supervision.

This change order requested by ____________________________ on ____________
(Department Head) (Date)

Accepted by ____________________________ on ____________
(Vendor) (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

_____________________________ By: ________________________________
Laurie J. Burns Frank J. DiMarco, Director
Clerk of the Board

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted
by The Board of County Commissioners, County of Gloucester with appropriate Resolution.
### New Jersey Department of Transportation
#### Local Aid Project

**Project:** 21-2024 Gloucester County Bloomfield Maintenance Project  
**Municipality:** Various Locations Throughout the County  
**County:** County of Gloucester  
**Contractor:** A.P. Construction, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract:
- Reduction of volume type and lengths of storm sewer pipes and structures. Additional quantity of reduce types and lengths of storm sewer pipe & structures.
- RCP RAP protection, concrete repair and police traffic control boards. Increase of 60" RCP to 68" RCP and decrease of 18" HDPE to 12" HDPE. Addition of 3465" concrete repair to storm sewer with needed guarding and painting.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>250 HIGH DENSITY POLYETHYLENE PIPE</td>
<td>200</td>
<td>$131.00</td>
<td>$26,200.00</td>
</tr>
<tr>
<td>4</td>
<td>18&quot; REINFORCED CONCRETE PIPE</td>
<td>40</td>
<td>$330.00</td>
<td>$13,200.00</td>
</tr>
<tr>
<td>5</td>
<td>250 HIGH DENSITY POLYETHYLENE PIPE</td>
<td>40</td>
<td>$311.00</td>
<td>$12,440.00</td>
</tr>
<tr>
<td>8</td>
<td>60&quot; REINFORCED CONCRETE PIPE</td>
<td>60</td>
<td>$765.00</td>
<td>$46,500.00</td>
</tr>
<tr>
<td>9</td>
<td>60&quot; CORRUGATED METAL PIPE</td>
<td>20</td>
<td>$1,016.00</td>
<td>$20,320.00</td>
</tr>
<tr>
<td>10</td>
<td>INLET, TYPE E</td>
<td>2</td>
<td>$8,600.00</td>
<td>$17,200.00</td>
</tr>
<tr>
<td>11</td>
<td>INLET, TYPE E</td>
<td>2</td>
<td>$8,600.00</td>
<td>$17,200.00</td>
</tr>
<tr>
<td>12</td>
<td>RECONSTRUCTED INLET, TYPE E, USING EXISTING CASTING</td>
<td>6</td>
<td>$1,600.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>13</td>
<td>RECONSTRUCTED INLET, TYPE E, USING EXISTING CASTING</td>
<td>5</td>
<td>$1,600.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>SI-2</td>
<td>SUP LINING, 60&quot; DMP</td>
<td>20</td>
<td>$673.28</td>
<td>$13,465.60</td>
</tr>
</tbody>
</table>

**Total Reductions**  
$167,820.20

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18&quot; HIGH DENSITY POLYETHYLENE PIPE</td>
<td>70.6</td>
<td>$120.00</td>
<td>$8,472.00</td>
</tr>
<tr>
<td>3</td>
<td>60&quot; HIGH DENSITY POLYETHYLENE PIPE</td>
<td>0</td>
<td>$480.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>RECONSTRUCTED INLET, TYPE A, USING EXISTING CASTING</td>
<td>6</td>
<td>$1,600.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td>15</td>
<td>RCP RAP STONE SLOPE PROTECTION, 12&quot; THICK, DSD-6&quot;</td>
<td>400</td>
<td>$110.00</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>17</td>
<td>RCP RAP STONE CHANNEL PROTECTION, 12&quot; THICK, DSD-6&quot;</td>
<td>200</td>
<td>$111.00</td>
<td>$22,200.00</td>
</tr>
<tr>
<td>10</td>
<td>CONCRETE REPAIRS, TYPE D</td>
<td>76</td>
<td>$215.00</td>
<td>$16,120.00</td>
</tr>
</tbody>
</table>

**Total Extras**  
$103,888.00

#### Supplemental

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SI-1</td>
<td>POLICE TRAFFIC DIRECTORS</td>
<td>200</td>
<td>$70.00</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>SI-4</td>
<td>MAINLINE RECONSTRUCTION</td>
<td>1</td>
<td>$8,857.00</td>
<td>$8,857.00</td>
</tr>
<tr>
<td>SI-8</td>
<td>BYPASS PUMPING (LOCKE)</td>
<td>3</td>
<td>$9,222.00</td>
<td>$27,666.00</td>
</tr>
<tr>
<td>SI-9</td>
<td>18&quot; HDPE</td>
<td>60</td>
<td>$815.00</td>
<td>$48,900.00</td>
</tr>
<tr>
<td>SI-7</td>
<td>GASKON WALL</td>
<td>18</td>
<td>$557.95</td>
<td>$10,043.10</td>
</tr>
<tr>
<td>SI-9</td>
<td>18&quot; HDPE</td>
<td>34</td>
<td>$111.75</td>
<td>$3,833.50</td>
</tr>
<tr>
<td>SI-9</td>
<td>BYPASS PUMPING (ERKLEY)</td>
<td>2</td>
<td>$3,622.00</td>
<td>$7,244.00</td>
</tr>
<tr>
<td>SI-10</td>
<td>SHORING</td>
<td>60</td>
<td>$146.50</td>
<td>$8,790.00</td>
</tr>
<tr>
<td>SI-11</td>
<td>REMOVE/REPLACE 88' WIDER LATERAL</td>
<td>40</td>
<td>$218.69</td>
<td>$8,747.20</td>
</tr>
<tr>
<td>SI-12</td>
<td>COARSE AGGREGATE, NO. 67</td>
<td>40</td>
<td>$38.89</td>
<td>$1,555.60</td>
</tr>
</tbody>
</table>

**Amount of Original Contract**  
$1,863,876.00

**Amount of Original Contract + Changes Order No. 1**  
$1,953,159.00

**Amount of Original Contract + Changes Order No. 1 & 2**  
$1,953,159.00

**% Change in Contract**  
14.0239%

**Approve:**

[Signature]

[Signature]
RESOLUTION AUTHORIZING A CONTRACT WITH BRYSON & YATES CONSULTING ENGINEERS, LLC FROM MAY 11, 2022 TO COMPLETION OF THE PROJECT FOR $164,485.00

WHEREAS, the County of Gloucester has a need for professional engineering design services regarding safety improvements to Broadway/North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township, known as Engineering Project 22-06; and

WHEREAS, the County requested proposals via RFP-22-032 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 Bryson & Yates Consulting Engineering, LLC made the most advantageous proposal to provide said services for $164,485.00; 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 $164,485.00 pursuant to C.A.F. Number 22-03490, to be charged against budget line item C-04-20-012-165-12211 for $102,643.79; budget line item C-04-20-012-165-12210 for $2,129.79, and budget line item C-04-22-012-165-12211 for $59,711.42.

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 Bryson & Yates Consulting Engineers, LLC for professional engineering design services regarding safety improvements to Broadway/North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township (Engineering Project 22-06), commencing May 11, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), for $164,485.00; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BRYSON & YATES CONSULTING ENGINEERS, LLC

THIS CONTRACT is effective the 11th day of May, 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 BRYSON & YATES CONSULTING ENGINEERS, LLC, with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering design services regarding safety improvements to Broadway /North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township, known as Engineering Project 22-06 (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 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. This Contract shall be effective commencing May 11, 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 $164,485.00, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s proposal dated March 30, 2022 and prices set forth therein, submitted in response to the County’s Request for Proposal, RFP-22-032.

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 design services regarding safety improvements to Broadway/North Evergreen Avenue in the Borough of Westville and City of Woodbury and to New Brooklyn Road in Monroe Township, known as Engineering Project 22-061, and Contractor’s Proposal dated March 30, 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-22-032.

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-22-032 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-032, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 11th day of May, 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:                      BRYSON & YATES CONSULTING
ENGINEERS, LLC

______________________________
By: BRET T. YATES
Title: VICE PRESIDENT
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**  
THIS NUMBER MUST APPEAR ON ALL INVOICES

<table>
<thead>
<tr>
<th>NO.</th>
<th>22-03490</th>
</tr>
</thead>
</table>

**ORDER DATE:** 04/25/22  
**REQUISITION NO:** R2-03184  
**DELIVERY DATE:**  
**STATE CONTRACT:** RFP-22-032  
**ACCOUNT NUM:**

---

**SALES TAX ID # 21-6000860**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>ENGINEERING DESIGN SERVICES FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO BROADWAY (CR 551) IN PITMAN, N. EVERGREEN AVE (CR 553) IN WESTVILLE &amp; WOODBURY, AND RED BANK AVE (CR 536) IN NATIONAL PARK</td>
<td>C-04-20-012-165-12211</td>
<td>102,643.7900</td>
<td>102,643.79</td>
</tr>
<tr>
<td>1.00</td>
<td>BALANCE</td>
<td>C-04-20-012-165-12210</td>
<td>2,129.7900</td>
<td>2,129.79</td>
</tr>
<tr>
<td>1.00</td>
<td>BALANCE</td>
<td>C-04-22-012-165-12211</td>
<td>59,711.4200</td>
<td>59,711.42</td>
</tr>
</tbody>
</table>

**TOTAL**  
**164,485.00**

---

**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.

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

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

---

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
County of Gloucester  
2 South Broad Street  
Woodbury, NJ 08096

Att: Kim Larter, Qualified Purchasing Agent  
Vincent Voltaggio, County Engineer

Re: Resurfacing of Broadway (CR-551)/N. Evergreen Avenue(CR 553) between Delsea Drive and Redbank Ave(CR 644) and New Brooklyn Road (CR 536 between Walnut Street and E. Malaga Road, Engineering Project 22-06  
Proposal for Surveying & Design Services, RFP 22-032

As requested Bryson & Yates, Consulting Engineers, LLC, has prepared an estimate of the manhours and costs for the data collection, surveying, base mapping, and design services requested in RFP 22-032. We are very pleased to present our proposal to you for these services.

Scope of Services.

We understand that the construction of this project is to be funded with State Aid and County funds. The Base Mapping will be suitable for use in detailed Scoping and Preliminary and Final Design. The scope of services will be as requested in the RFP and as described herein.

Cross sections will be taken at generally 50 ft intervals, although as we have done on recent county projects, in rural areas with mild terrain and relatively constant existing pavement section, we anticipate some areas will only require sections at 100 ft intervals with crown shots still at 50 ft. This will reduce your costs without reducing quality and has been acceptable on recent projects.

We will investigate the need for turn lanes at intersections, bicycle lanes, and two way center turn lanes and will provide recommendations for queue lengths if warranted. This will be done using accident data and professional judgment with consideration of visibility and available traffic count data. New traffic counts, detailed warrant analysis, and road widening/improvements equal to or exceeding 1/4 acre of new motor vehicle and impervious surface are beyond the scope requested in the RFP and are not included in this proposal. If needed, we will be happy to provide a separate proposal for such design and for the stormwater management, and Right of Way design that such would require.

Base mapping and survey data and documents will comply with the County Standards and in so
far as practical the requirements of New Jersey Department of Transportation Standards for State Aid Projects.

As a resurfacing project, the scope of the improvements will be limited to resurfacing and selected patching and reconstruction, minor shoulder improvements, selective correction of roadside borders and ADA ramps. Areas of possible critical slopes or frequent accidents (if identified by you or available accident reports) will be surveyed in sufficient detail to allow preliminary design and conceptual consideration of design exceptions. Detailed survey topography will be obtained for sidewalks and handicap ramp areas.

Right of Way lines will be shown based on Tax Maps offset from the County Baseline and deeds that you may provide, Right of Way Plans, Tract Maps, or Parcel Maps are not included, at this time. If no baseline information exists, or if it is not provided by the County, we will establish a Baseline, generally following the physical centerline of the existing road. This baseline will be created from found front property corners, existing curb lines, and pavement widths. It is not anticipated that widening or roadside safety improvements will require acquisition of additional Rights of Way or Easements. Therefore the existing right of way and title centerline will not be recovered or shown as a Title Centerline. Deed research is not included.

Base repair areas will be determined based on field investigation and discussion with you. Plans will include full depth repair details for areas of existing concrete pavement as well as areas of HMA pavement with suitable subgrade soils. We will recommend appropriate pavement core locations and subsoil boring locations. As the quantity of tests needed is unknown until field investigation is completed, we have indicated the soil sampling and testing as direct costs to be billed as extras.

Drainage design will be limited to video inspections, pipe replacements, and design of replacement/upgrades for inlet grates & curb pieces. Where existing grades trap runoff along the edge of pavement, and reasonable profile & intersection pavement overlays or profiling can not solve the local drainage problem, we will propose new stormwater inlets and pipes, to connect to existing county storm systems if the existing systems are close enough that pipe cover can be provided and the existing systems are believed to be adequate. Where this is not the case, we will include percolation inlets, to mitigate, with the understanding that mitigation will not eliminate the problems but will in most cases improve the roadside border somewhat.

Utilities will be shown and verified by correspondence with utility companies. Where proposed storm system work may conflict with existing utilities, test pits will be called for in the plans. Similarly, where utility company upgrades are proposed, coordination and test pits will be required to ensure that their final plans avoid conflicts.

Stormwater Management. At this point in the project development, we can not anticipate that the project will require an acre of earth disturbance or ¼ acre of new impervious or motor vehicle surfaces nor can we presume what the designer may propose in the way of compliance with the rules. Therefore, we have not proposed surveying or designing any areas in which new basins or other BMPs may be constructed.
Schedule:

We anticipate delivery of the project in accordance with your request: Completion of PS&E final plans within 4 months of authorization:

- Field surveys, base plans, & preliminary design report: 45 days
- Design 50%: 45 days
- Final Design 90%: 15 days
- Final Construction Documents PS&E: 15 days

The schedule above allows 1/2 week for County Review of each phase submission. Phases will include items as indicated in the RFP. Total time for project is 4 months as requested.

Fees:

Our fee will be computed in accordance with our current hourly rates. We estimate that the cost will not exceed $164,485.00.

I trust this meets with your requirements and understanding of the scope of services and look forward to working with you on this project.

Should you have any questions or comments, please contact me at your earliest opportunity.

Very truly yours,

Bryson & Yates, Consulting Engineers, LLC

[Signature]

Bryt T. Yates,
Vice President

Enc: Proposal Checklist
Non-Collusion Affidavit
Public Disclosure Statement
Business Registration Certificate
Man Hour Cost Estimate
Bar chart Schedule
List of Similar Projects
Resumes
Proposal Responses as Listed in the RFP
### Estimate for Surveying & Base Maps & Design - CR-551/553 & 536

**Gloucester County**

<table>
<thead>
<tr>
<th></th>
<th>2</th>
<th>4</th>
<th>8</th>
<th>16</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Baseline &amp; ROW</strong></td>
<td>2.00</td>
<td>8.00</td>
<td></td>
<td>16.00</td>
<td>48.00</td>
<td>$76,385.00</td>
</tr>
<tr>
<td><strong>Profile</strong></td>
<td></td>
<td></td>
<td>8.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Typical Sections</strong></td>
<td></td>
<td></td>
<td>8.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Curves &amp; Superelevation</strong></td>
<td>1.00</td>
<td>4.00</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Drainage System Video, Assess, Replace</strong></td>
<td>4.00</td>
<td>4.00</td>
<td>81.00</td>
<td>89</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sidewalks, Driveways</strong></td>
<td>4.00</td>
<td>4.00</td>
<td>54.00</td>
<td>58</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Base repairs</strong></td>
<td>4.00</td>
<td>27.00</td>
<td></td>
<td>31</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Widening &amp; Turn Lane Investigation</strong></td>
<td>4.00</td>
<td>4.00</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Plans</strong></td>
<td>8.00</td>
<td>216.00</td>
<td></td>
<td>224</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Estimate &amp; EDQ</strong></td>
<td>4.00</td>
<td>12.00</td>
<td>20.00</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grading Plans &amp; Profiles</strong></td>
<td>8.00</td>
<td>27.00</td>
<td></td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cover sheet, Details</strong></td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>16.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Specifications</strong></td>
<td>8.00</td>
<td>1.00</td>
<td>2.00</td>
<td></td>
<td>11</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>48.00</td>
<td>615.00</td>
<td>156.00</td>
<td>18.00</td>
<td>1048</td>
<td>$154,155.00</td>
</tr>
</tbody>
</table>
**Estimate for Surveying & Base Maps & Design - CR-551/553 & 536**  
Re: RFP 22-032  
Gloucester County

<table>
<thead>
<tr>
<th>Total Hours</th>
<th>48</th>
<th>615</th>
<th>156</th>
<th>18</th>
<th>51</th>
<th>160</th>
<th>1029</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Hourly Rates</td>
<td>$170</td>
<td>$140</td>
<td>$135</td>
<td>$105</td>
<td>$170</td>
<td>$190</td>
<td></td>
</tr>
<tr>
<td>Salary Cost Subtotals</td>
<td>$8,160</td>
<td>$86,100</td>
<td>$21,060</td>
<td>$1,890</td>
<td>$8,670</td>
<td>$30,400</td>
<td></td>
</tr>
<tr>
<td><strong>SALARY COST TOTAL</strong></td>
<td><strong>$156,280</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL**  
$156,280

**DIRECT EXPENSES:**

- Geotechnical Borings | $2,500.00
- Prints | $844.80
- Mylars | $4,860.00

Sub Total | $8,204.80

**GRAND TOTAL**  
$164,485.00  
3/29/2022

C:\ODATA1\ADMIN\[cr551-553-536 survey n design PPL cost-2022-03-29.xls]\RoadDesign
RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC.

WHEREAS, by Resolution adopted December 19, 2018, the County of Gloucester awarded a professional services contract to Stantec Consulting Services, Inc. who submitted the most advantageous proposal for engineering design services, as per RFP-18-45, regarding construction of the Rowan University Fossil Park Entrance Road, extension of CR 676 in the Township of Mantua, known as Engineering Project Number 16-14 for $498,598.92, which Project is State-Aid funded; and

WHEREAS, by Resolutions adopted on August 28, 2019, October 7, 2020 and May 12, 2020 amendments were authorized totaling $331,883.56 due to extension of the entrance road, a Phase 1B Archaeological study, and; unexpected design work for a retaining wall, resulting in a new total contract amount of $830,252.48; and

WHEREAS, an amendment is currently necessary for services relative to stormwater management design, mitigation design, NJDEP FHAIP permit, and a Threatened & Endangered (T&E) Species survey, thereby increasing the contract by $65,156.72 and resulting in a new total contract amount of $895,409.20; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 18-10971, which amount shall be charged against budget line item G-02-18-706-000-12211.

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 a contract amendment with Stantec Consulting Services, Inc. for additional services as set forth hereinabove, thereby increasing the contract by $65,156.72, for a new total contract amount of $895,409.20 through completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
STANTEC CONSULTING SERVICES, INC.

THIS is an amendment to a Contract which was entered into on the 19th day of
December, 2018, by and between the COUNTY OF GLOUCESTER, hereinafter referred to as
"County", and STANTEC CONSULTING SERVICES, INC. of 10000 Midlantic Drive, Suite
300W, Mount Laurel, NJ 08054, hereinafter referred to as "Contractor".

WHEREAS, the contract was awarded for engineering design services, as per RFP-18-45, regarding construction of the Rowan University Fossil Park Entrance Road, extension of CR 676 in the Township of Mantua, (Engineering Project #16-14) for $498,398.92; and

WHEREAS, by Resolutions adopted by the County on August 28, 2019, October 7, 2020 and May 12, 2020, amendments were authorized totaling $331,883.56 due to extension of the park entrance road, a Phase 1B Archaeological study, and; unexpected design work for a retaining wall, resulting in a new total contract amount of $830,252.48; and

WHEREAS, an amendment is currently necessary regarding additional services for stormwater management design, mitigation design, NJDEP FHAIP permit, and a Threatened & Endangered (T&E) Species survey.

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

This fourth amendment to the Contract will increase the contract by $65,156.72 for additional services required for the Project, resulting in a new total contract amount of $895,409.20.

ALL OTHER TERMS and provisions of the Contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the 11th day of May, 2022.

ATTEST: COUNTY OF GLOUCESTER

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

ATTEST:  STANTEC CONSULTING SERVICES, INC.

______________________________  ________________________________
  By: MICHAEL O'DONNELL, P.E.  Title: PRINCIPAL
  ATTEST:
April 21, 2022

Gloucester County Engineering Department
1200 N. Delsea Drive, Bldg. A
Clayton, NJ 08312

Attn: Vincent Voltaggio, PE, Gloucester County Engineer

RE: Rowan University Fossil Park Entrance Road, Extension of CR 676 (Mantua Boulevard)
Mantua Township, Gloucester County
Change Order #4 Request

Dear Vince:

As discussed, and as documented in the invoice progress reports, Stantec has been tracking the out-of-scope work that is required to complete the project design. Please see below for a summary of the additional scope of work tasks. The fee summary is attached.

Task 5 – Stormwater Management

1. Stormwater Management Design
   • The original scope anticipated adequate land available to provide standard stormwater management basins and linear swales to satisfy NJDEP stormwater management requirements. Since there was no space allocated on the Fossil Park site side of the roadway; the basin sizes were limited by various constraints (roadway, conservation easement, wetlands, etc.); and high groundwater and poor infiltration rates were encountered, a large underground stormwater detention system was required to treat the roadway runoff. The system was designed in accordance with the NJDEP SWM Rules.

Task 7 - Environmental Study and Permits

1. Mitigation Design
   • Deed Restriction Lift: The mitigation required for deed restriction lift included providing stream stabilization in multiple locations along Tributary A and converting a portion of the Mantua Creek into an open channel. The designs and associated drawings were developed for inclusion in the NJDEP FHA Permit submission.
   • Wetlands and Riparian: There are presently no NJDEP approved wetland banks servicing the projects watershed that can provide credits for the loss of forested wetlands and riparian areas. Stantec researched mitigation banks that are being developed for NJDEP review and discussed the details with the developer. It is anticipated that the newly created bank will be approved by NJDEP and used for this mitigation. There will also be some future coordination required with the bank developer upon receipt of NJDEP approval.

Design with community in mind
2. **NJDEP FHAIP Permit**
   - The development of a routing analysis for Mantua Creek was not anticipated in the original design proposal. Based on direction received by NJDEP, the minor loss in upstream storage required a routing to show there is no offsite increase in flooding that goes above the allowable limit. A routing analysis and report was prepared that included additional development of hydrologic models and HEC-RAS analyses for various existing and proposed storm events.
   - The need for an upstream weir system to control flows along Mantua Creek was not anticipated in the original scope. This effort included analyzing in HEC-RAS, coordination with gabion manufacturers, and development of the gabion weir design and details.
   - Significantly more effort than anticipated was required to prepare the NJDEP permit package submission and coordinate reviews with NJDEP to streamline the approval process for both the FWIP and FHAIP. Additional revisions are anticipated to address NJDEP comments.

3. **T&E Species Survey**
   - As requested by NJDEP, Stantec will perform a site survey in April 2022 to document the presence / absence of hairy wood-rush, Pawpaw and wild kidney bean. The two-day site survey will entail a day of performing a walk-over reconnaissance of the entire site to determine appropriate habitat for each of the three identified threatened and endangered plant species. The habitat assessment will allow the investigators to focus the study areas that are most likely to support the targeted species. In some situations, the habitat assessments may provide information demonstrating that a site or portions of a site contain poor quality habitat that they are unlikely to support the targeted species. Areas identified as having potential habitat for each of the identified species will be further investigated. In areas that match the habitat requirements one-meter plots will be established to search for the hairy wood rush and the wild kidney bean. In areas with sparse herbaceous vegetative coverage, a through walk over to look for individual targeted species will be completed. Habitat for a target species may be present even though the species itself may not be present. Target species habitat will be recorded (presence/absence). If a target species is located during this survey, the plants will be photo documented, flagged and GPS surveyed for ease of relocating the specimen. The Natural Heritage Rare Plant Species Reporting Form will be completed, and a short report will be generated summarizing the goal of the survey, methods used in the field and results with associated area maps and photographs. The report will be submitted to NJDEP for review and approval. The FHAIP Environmental Report will be updated to include language explaining how proposed activities will avoid or minimize impacts (direct or indirect) to rare species habitat. It is anticipated that NJDEP will require an on-site restoration plan to compensate for
any impacts to the T&E species or habitat. The site will be evaluated for areas that could be used for restoration and an on-site restoration plan will be developed and submitted to NJDEP for review.

Expenses

- The NJDEP F H A I P permit fees were more than anticipated in the original scope and Addendum #1, resulting in the expense task going over budget by approximately $4000. In addition, the expense budget will need to be increased to cover the remaining application fees for the Gloucester SCD and NJDEP SG3.

Please let us know if you have any comments or require additional information

Sincerely,

STANTEC CONSULTING SERVICES INC.

Clifton Quay, P.E., P.P.  Michael O’Donnell, P.E.
Vice President  Principal

ATTACHMENTS: Extra Work Fee Summary
## STANTEC CONSULTING SERVICES INC.

**PROJECT COST & WORK HOUR PROPOSAL FORM**

**EXTRA WORK FEE SUMMARY - CHANGE ORDER #4**

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>PIX Sr. Princ.</th>
<th>PVII Proj. Mgr.</th>
<th>PVI Proj. Assoc.</th>
<th>PV Sr. Engr.</th>
<th>PIV Proj. Engr.</th>
<th>PIII Eng III</th>
<th>PII Eng II</th>
<th>PI Jr. Engr.</th>
<th>ET2 Tech#2</th>
<th>Tech Typist</th>
<th>TOTAL HOURS</th>
<th>LABOR COST BY TASK (See Note 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Field Survey</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Deed Research &amp; ROW Documents</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Analysis, Design &amp; Contract Documents</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Highway Design &amp; Contract Documents</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Stormwater Management</td>
<td>0</td>
<td>4</td>
<td>0</td>
<td>20</td>
<td>0</td>
<td>18</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>42</td>
<td>$6,099.60</td>
</tr>
<tr>
<td>6</td>
<td>Geotechnical Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Environmental Study and Permits</td>
<td>0</td>
<td>52</td>
<td>04</td>
<td>56</td>
<td>8</td>
<td>28</td>
<td>70</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>308</td>
<td>$48,057.12</td>
</tr>
<tr>
<td>8</td>
<td>Utility Coordination &amp; Contract Documents</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>Meetings &amp; Community Involvement</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>10</td>
<td>Project Management</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### DIRECT EXPENSES

**SUB-CONSULTANTS (Specify Tasks)**

- Earth Engineering (Geotechnical and Retaining Walls) $0.00
- RGA (Cultural Resources) $0.00
- Imperial Data Collection (Traffic Counts) $0.00
- Axiis Geospatial (Aerial Photogrammetry) $0.00
- SUBTOTAL-Sub-Consultants $0.00
- NJDEP Permit Fees $6,000.00
- Gloucester SCD Certification Fees $5,000.00
- Lab Fees $0.00
- Postage/Delivery/Certified Mail $0.00
- Title reports $0.00
- SUBTOTAL-Misc Expenses $11,000.00

**TOTAL LABOR COST** $54,156.72

**TOTAL SUBCONSULTANT COST** $0.00

**SUBTOTAL DIRECT LABORS/SUBCONSULTANT FEES** $54,156.72

**TOTAL DIRECT EXPENSES** $11,000.00

**TOTAL EXTRA WORK COST** $55,156.72

### NOTE:

1. Direct Salary Rate should not include employee benefits.
2. Multiplier includes overhead, profit, and employee benefits.
   (Only one multiplier shall be used for all employees).
3. Labor Cost by Task = (Man-hours x Direct Salary Rate x Multiplier)
4. Direct expenses will be billed at invoice costs (no profit or overhead)
5. Overhead shall include commuting, lodging, and indirect expenses

OH=155%; Profit=6%
RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH DM MEDICAL BILLINGS AND AWARDING AN EMERGENCY CONTRACT TO ADMINISTRATIVE ADVANTAGE, LLC FROM MAY 11, 2022 TO MAY 10, 2023 IN AN AMOUNT NOT TO EXCEED $350,000.00

WHEREAS, on September 23, 2020, the County awarded a contract to DM Medical Billings for third-party EMS billing services, as per RFP-020-049, from September 18, 2020 to September 17, 2025, in an amount not to exceed $350,000.00 per year; and

WHEREAS, the County is terminating the contract awarded to DM Medical Billings due to a notice of default for failing to meet the terms of the contract; and

WHEREAS, in order to avoid an undue financial burden on the taxpayers of the County and to prevent an interruption in service with seeking and recovering funds in accordance with deadlines set by insurance, the County is awarding an emergency contract to Administrative Advantage, LLC, from May 11, 2022 to May 10, 2023, in an amount not to exceed $350,000.00.

WHEREAS, the contract is exempt from public bidding, pursuant to the emergency provisions of the Local Public Contracts Law and N.J.S.A. 40A:11-6; and

WHEREAS, the Chief of Gloucester County EMS, Andy Lovell; NJ MICP, NREMT/P, notified Kimberly A. Larter, County Qualified Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from 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 Administrative Advantage, LLC for the provision of third-party billing services, from May 11, 2022 to May 10, 2023, in an amount not to exceed $350,000.00; and

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget from 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, May 11, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS,  
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ADMINISTRATIVE ADVANTAGE, LLC

THIS CONTRACT is made effective the 11th day of May, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad
Street, Woodbury, New Jersey 08096, hereinafter referred to as “County,” and
ADMINISTRATIVE ADVANTAGE, LLC with a mailing address of 5 Locust Lane, P. O. Box
670, Cape May Court House, New Jersey 08210, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there existed a need for the County to contract for third-party billing
services; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and
Contracts) in order to obtain the service; and

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be effective from May 11, 2022 to May 10, 2023.

2. COMPENSATION. Contractor shall be compensated in amount not to exceed
$350,000.00, compensation for the aforesaid services shall be to bill the County at the rate of
3.72% of the amount collected for EMS Services.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be to seek,
from the appropriate responsible party, reimbursement for services by Gloucester County EMS.
Contractor shall electronically invoice commercial insurers as well as Medicare and Medicaid
utilizing software compatible with the patient care reporting software utilized by GCEMS within
two business day of receipt by the contractor. Contractor shall ensure all funds received are
electronically deposited to the County of Gloucester designated bank account within one business
day of receipt of funds. The contractor shall assume responsibility for processing and collection
of all outstanding balances greater than 90 days old from the date of inception of this contract.
The contractor shall further assure the orderly and timely importation of data from these prior
transports into its reimbursement software system. Any costs for this importation shall be assumed by the contractor. The contractor’s authorized employee representative shall meet with a representative of the County of Gloucester, Division of Emergency Medical Services at the Gloucester County Emergency Medical Services administrative office (or other location mutually agreeable to both the contractor and GCEMS administrative staff) on a weekly basis to review receivable history and call processing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **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
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

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

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document.

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

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

---

**ATTEST:**

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

**COUNTY OF GLOUCESTER**

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

**ATTEST:**

**ADMINISTRATIVE ADVANTAGE, LLC**

By:
Title:
April 22, 2022

Ms. Kimberly Larter
Qualified Purchasing Agent
County of Gloucester Administration Building
2 South Broad Street
Woodbury, NJ 08096

Ms. Larter,

I am contacting you today regarding the recent failure of DM Medical Billing to meet the terms of their contract with the County of Gloucester to seek insurance carrier reimbursement for services provided by Gloucester County EMS. In FY 2021, DM Medical Billing sought and received approximately $6,500,000 on behalf of Gloucester County EMS. These funds, received directly by the County of Gloucester, offset the significant cost of providing 24 hour per day EMS response to 9-1-1 calls for service within the County of Gloucester.

As of April 1, 2022 DM Medical Billing has not been seeking reimbursement, on behalf of Gloucester County EMS, for services on or after April 1, 2022, as a result of loss of essential personnel. The President of DM Medical has indicated that her plan is to close the operation.

Failure to seek and recover these funds, in a timely manner, will place an undue financial burden on the taxpayers of the County of Gloucester and potentially jeopardize our ability to provide timely EMS response to 9-1-1 calls.

As such and recognizing that further delays in seeking reimbursement may result in missed insurance carrier deadlines to seek reimbursement, I respectfully suggest the County of Gloucester negotiate and award an emergency contract to a qualified contractor, expeditiously.

As indicated above, failure to seek and receive reimbursement for services provided will negatively affect the public health and welfare of the residents and visitors of Gloucester County.

Thank you for your consideration.

Sincerely,

Andy Lovell; NJ MICP, NREMT/P
Chief – Gloucester County EMS
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $489,407.73

WHEREAS, the County of Gloucester needs to purchase radio system upgrades, Astro SUA II UO Implementation Services, Astro SUA II Field Implementation, Release Impact Training, Release Implementation Training and Equipment upgrade at sites 0019, 0020, 0021, 0022, 0023, 0024, 0025 & 0026 for the Gloucester County Office of Emergency Response; and

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

WHEREAS, it has been determined that the County can purchase the said equipment and services from Motorola Solutions, Inc. through State Contract #83909, for $489,407.73; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $489,407.73, pursuant to C.A.F. No. 22-03681, which shall be charged against budget item C-04-22-023-250-23215.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the County Purchasing Agent be authorized to purchase radio system upgrades, Astro SUA II UO Implementation Services, Astro SUA II Field Implementation, Release Impact Training, Release Implementation Training and Equipment upgrade at sites 0019, 0020, 0021, 0022, 0023, 0024, 0025 & 0026 for the Gloucester County Office of Emergency Response from Motorola Solutions, Inc. through State Contract #83909, for $489,407.73.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 11, 2022 at Woodbury, New Jersey.

ATTEST: 

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
**SALES TAX ID # 21-6000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>SYSTEM UPGRADE AGREEMENT ASTRO SURA II UO IMPLEMENTATION SERVICES ASTRO SURA II FIELD IMPLEMENTATION RELEASE IMPACT TRAINING RELEASE IMPLEMENTATION TRAINING EQUIPMENT UPGRADE AT SITES 0019, 0020, 0021, 0022, 0023, 0024, 0025 &amp; 0026 SERVICE FROM: JAN 1, 2022 - DEC 31, 2022 CUSTOMER ACCOUNT #: 1035973171 TRANSACTION #: 8230349471 PASSED BY RESOLUTION: MAY 11, 20022</td>
<td>C-04-22-023-250-23215 Radio System Improvements</td>
<td>489,407.7300</td>
<td>489,407.73</td>
</tr>
</tbody>
</table>

**CLAIMANT’S CERTIFICATE & DECLARATION**

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

**RECEIVER’S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

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

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
**MOTOROLA SOLUTIONS**
Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1155809

Visit our website at www.motorolasolutions.com

**BILL TO ADDRESS**
GLoucester County
ATTN Accounts Payable
1220 N DELSEA DR
CLAYTON NJ 08312
United States

**IMPORTANT INFORMATION**
Contract Number
USC000136043

Sales Order(s): USC000136043

**SPECIAL INSTRUCTIONS / COMMENTS**
General Comment: Regular Invoice

<table>
<thead>
<tr>
<th>Line</th>
<th>Item #</th>
<th>Item Number</th>
<th>Description</th>
<th>QTY.</th>
<th>Unit Price (USD)</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>SVC02SVC0201A</td>
<td>ASTRO SUA II UO IMPLEMENTATION SERVICES 01-JAN-2022/31-DEC-2022; Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td>1</td>
<td>44,365.66</td>
<td>44,365.66</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>SVC02SVC0433A</td>
<td>ASTRO SUA II FIELD IMPLEMENTATION SVC 01-JAN-2022/31-DEC-2022; Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td>1</td>
<td>78,293.48</td>
<td>78,293.48</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>SVC02SVC0343A</td>
<td>RELEASE IMPACT TRAINING 2021-JAN-2022/31-DEC-2022; Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td>1</td>
<td>2,682.71</td>
<td>2,682.71</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>SVC02SVC0344A</td>
<td>RELEASE IMPACT TRAINING 2021-JAN-2022/31-DEC-2022; Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td>1</td>
<td>8,046.12</td>
<td>8,046.12</td>
</tr>
</tbody>
</table>

Please detach here and return the bottom portion with your payment.

---

**Payment Coupon**

<table>
<thead>
<tr>
<th>Transaction Number</th>
<th>Customer Account No</th>
<th>Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>820349471</td>
<td>1055973173</td>
<td>01-JAN-2022</td>
</tr>
</tbody>
</table>

Transaction Total: 489,407.73 USD
Amount Paid: 489,407.73 USD

---

**GLOUCESTER COUNTY**
ATTN Accounts Payable
1220 N DELSEA DR
CLAYTON NJ 08312
United States

<table>
<thead>
<tr>
<th>Payment Transfer Details</th>
<th>Send Payments To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHICAGO</td>
<td>MOTOROLA SOLUTIONS</td>
</tr>
<tr>
<td>WIRE Routing Transit Number: 026009593</td>
<td>Motorola Solutions, Inc.</td>
</tr>
<tr>
<td>ACH/EFT Routing Transit Number: 111000012</td>
<td>13104 Collections Center Drive</td>
</tr>
<tr>
<td>SWIFT: BOFAS3N</td>
<td>Chicago IL 60683</td>
</tr>
<tr>
<td>Bank Account No: 3756319819</td>
<td>United States</td>
</tr>
</tbody>
</table>

Please provide your remittance details to: US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED
## ORIGINAL INVOICE

<table>
<thead>
<tr>
<th>Line</th>
<th>Item Number</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit Price (USD)</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>SVC04SVCD168A</td>
<td>SYSTEM UPGRADE AGREEMENT: 01-JAN-2021 To 31-DEC-2022: Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td>1</td>
<td>128,220.60</td>
<td>128,220.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site Total</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0015  268 COUNTY HOUSE RD CLARKSBORO NJ 08020 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>SVC04SVCD168A</td>
<td>SYSTEM UPGRADE AGREEMENT: 01-JAN-2021 To 31-DEC-2022: Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td>1</td>
<td>25,644.12</td>
<td>25,644.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site Total</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0020  663 MAIN ST SEWELL NJ 08080 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>SVC04SVCD168A</td>
<td>SYSTEM UPGRADE AGREEMENT: 01-JAN-2021 To 31-DEC-2022: Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td>1</td>
<td>25,644.12</td>
<td>25,644.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site Total</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0026  COMMODORE BARRY BRIDGE RTE 322 BRIDGEPORT NJ 06904 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>SVC04SVCD168A</td>
<td>SYSTEM UPGRADE AGREEMENT: 01-JAN-2021 To 31-DEC-2022: Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td>1</td>
<td>25,644.12</td>
<td>25,644.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site Total</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0023  265 WHITENALL RD WILLIAMSTOWN NJ 08094 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>SVC04SVCD168A</td>
<td>SYSTEM UPGRADE AGREEMENT: 01-JAN-2021 To 31-DEC-2022: Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td>1</td>
<td>51,288.24</td>
<td>51,288.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site Total</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0022  260 COLLEGE DR BLACKWOOD NJ 08002 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>SVC04SVCD168A</td>
<td>SYSTEM UPGRADE AGREEMENT: 01-JAN-2021 To 31-DEC-2022: Service From: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td>1</td>
<td>25,644.12</td>
<td>25,644.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site Total</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0021  650 RTE 133 WESTVILLE NJ 08093 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED
# ORIGINAL INVOICE

<table>
<thead>
<tr>
<th>Line</th>
<th>Item Number</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price (USD)</th>
<th>Amount (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0024 MARSHALL MILL RD MALAGA NJ 08328 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment at Site: 0026 39 VESTRY RD SWEDEBORO NJ 08085 United States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>SVC048VC0169A</td>
<td>SYSTEM UPGRADE AGREEMENT I/01-JAN-20/31-DEC-23: Service from: 01-JAN-2022 Service To: 31-DEC-2022</td>
<td>1</td>
<td>25,644.02</td>
<td>25,644.02</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Site NJ Tax at 0%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Tax**

<table>
<thead>
<tr>
<th>USD Subtotal</th>
<th>489,407.73</th>
</tr>
</thead>
</table>

**USD Total Tax**

| USD Total | 0.00 |

**USD Amount Due**

| USD Amount Due | 489,407.73 |
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WEYMOUTH FOR DISPATCH SERVICES INCLUDING POLICE, FIRE AND EMS SERVICES FROM JUNE 1, 2021 TO MAY 31, 2031

WHEREAS, the Township of Weymouth ("Local Unit"), located in the County of Atlantic, has an ongoing need for dispatch services including police, fire, and EMS services; and

WHEREAS, the County of Gloucester ("County") with its updated dispatch facilities has the capability to continue providing this service to the Local Unit; and

WHEREAS, the Local Unit has requested the County provide said services and the County is willing to do so; and

WHEREAS, the County will provide said services from June 1, 2021 to May 31, 2031, for the sum of $10,287.92 for the first year. Thereafter, the second and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor; and

WHEREAS, N.J.S.A. 40A:65-I et seq. specifically authorizes local government units, including counties and townships, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Agreement between the County of Gloucester and the Township of Weymouth for dispatch services including police, fire and EMS services, from June 1, 2021 to May 31, 2031, for the sum of $10,287.95 for the first year. Thereafter, the second and subsequent years shall have an annual increase based on the Consumer Price Index as set forth specifically in the Agreement.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 11, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS,    FRANK J. DIMARCO, DIRECTOR  
CLERK OF THE BOARD
AGREEMENT TO PROVIDE DISPATCH SERVICES INCLUDING POLICE, FIRE, AND EMS SERVICES

TO THE TOWNSHIP OF WEYMOUTH

by the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF WEYMOUTH

Dated: ______________, 20__

Prepared by: Eric M. Campo,
County Counsel
# TABLE OF CONTENTS

Recitals ........................................................................................................... 3

| Paragraph A. | Description of Services ..................................................................... 3 |
| Paragraph B. | Insurance ............................................................................................. 4 |
| Paragraph C. | Limitation of Liability and Hold Harmless ........................................ 4 |
| Paragraph D. | Duration of Agreement ......................................................................... 4 |
| Paragraph E. | Compensation ........................................................................................ 4 |
| Paragraph F. | Compliance with Laws and Regulations ................................................. 4 |
| Paragraph G. | Miscellaneous ....................................................................................... 5 |

| Section 1. | Amendment ............................................................................................... 5 |
| Section 2. | Severability ............................................................................................ 5 |
| Section 3. | Entire Agreement ..................................................................................... 5 |
| Section 4. | Further Assurances and Corrective Instruments ..................................... 5 |
| Section 5. | Headings .................................................................................................. 5 |
| Section 6. | Non-Waiver ............................................................................................. 5 |
| Section 7. | Governing Law ........................................................................................ 5 |

| Paragraph H. | Equipment ............................................................................................... 5 |
| Paragraph I. | Participation and Cooperation ................................................................. 5 |
| Paragraph J. | Legal Authority ...................................................................................... 6 |
| Paragraph K. | Mediation/Arbitration ............................................................................ 6 |
| Paragraph L. | Termination ............................................................................................. 6 |
| Paragraph M. | Effective Date ........................................................................................ 6 |
AGREEMENT TO PROVIDE DISPATCH SERVICES TO TOWNSHIP OF WEYMOUTH

THIS AGREEMENT ("Agreement"), dated this ________ day of __________, 2022, by and between the Township of Weymouth, a Local Unit of the County of Atlantic, State of New Jersey ("Local Unit"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Township of Weymouth ("Local Unit") is a body politic with main offices located 45 South Jersey Avenue, Dorothy, Atlantic County, New Jersey 08317; and

WHEREAS, the Township of Weymouth continues to have a need for updated Dispatch Services and has requested a Shared Services Agreement with the County of Gloucester; and

WHEREAS, the County with its updated Dispatch facilities has the capabilities to provide and authorize Dispatch Services for other Townships and Municipalities; and

WHEREAS, the Township of Weymouth has requested the County to provide dispatch services to include Police, Fire, and Emergency Medical Services (EMS); and

WHEREAS, the County of Gloucester is willing to make available the dispatch services under the following conditions listed below; and

WHEREAS, this Shared Services Agreement shall be in accordance with N.J.S.A. 40A:65-1 et seq. which specifically authorizes local government units, including Counties and Municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, IT IS AGREED between the County of Gloucester and the Township of Weymouth that the parties shall enter into an Agreement for the purpose of providing Dispatch Services to include Police, Fire, and EMS to the Township of Weymouth by the County of Gloucester and the parties hereby agrees as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County will provide Dispatch Services to the Local Unit which will include Police, Fire, and EMS as more accurately described as attached under Addendum A. These services may be amended from time to time under Joint Agreement by both parties.
B. **INSURANCE.**

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and which shall be in compliance with any applicable requirements of the State of New Jersey.

Neither the County nor the Local Unit intends any Agency relationship to be created by this Agreement.

C. **LIMITATION OF LIABILITY AND HOLD HARMLESS.**

(a) Neither the County or Local Unit is responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party’s acts or omissions of services or otherwise relating to 911 or emergency or non-emergency dispatch calls.

D. **DURATION OF AGREEMENT.**

This agreement shall be effective for a period of ten years commencing on June 1, 2021 and ending May 31, 2031.

E. **COMPENSATION.**

1. The Local Unit shall pay the sum of $10,287.92 for the first year. Thereafter for the second year and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor. The twelve-month average published in November shall be used to adjust the cost increase for the succeeding year. The annual sum is to be paid quarterly by February 1st, May 1st, August 1st, and November 1st of each calendar year.

2. Any increase in capital costs that are directly and solely attributed to the Local Unit shall be paid by the Local Unit.

F. **COMPLIANCE WITH LAWS AND REGULATIONS.**

The Local Unit agrees that it will, at its own cost and expense, promptly comply with, or cause to be complied with all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.
G. MISCELLANEOUS.

1. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.

2. 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.

3. 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.

4. Further Assurances and Corrective Instruments. The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguities of this Agreement.

5. 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.

6. 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.

7. 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, including all matters of enforcement, validity and performance.

H. EQUIPMENT.

The County shall retain ownership of any equipment and any additional equipment that must be purchased to facilitate the services to the Local Unit.

I. PARTICIPATION AND COOPERATION.

Both parties agree to participate in this Agreement and to cooperate fully to enhance the services to be rendered by the County.
J. LEGAL AUTHORITY.

This Agreement for Shared Services pursuant to N.J.S.A. 40A:65-4, which provides for Agreements for Shared Services wherein a Local Unit may enter into an Agreement with any other Local Unit or Unit to provide or receive any service that it is empowered to provide or receive in its jurisdiction.

K. MEDIATION/ARBITERATION

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

The County’s Alternative Dispute Resolution procedure is as follows:

A. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Local Unit arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

The Mediator shall be a retired Superior Court Judge mutually agreed upon by the parties. The Mediator fee shall be split equally between the parties.

L. TERMINATION.

Both parties agree that each shall possess the right to terminate this Agreement with twelve (12) months notice without penalty. Any such notice made to the County shall be made in writing and submitted to the Gloucester County Administrator and the Emergency Response Coordinator. Any notice to the Local Unit shall be in writing and submitted to the Mayor.

M. EFFECTIVE DATE.

This Agreement shall be effective as of this ____ day of ____________, 20__, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS, CLERK

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

TOWNSHIP OF WEYMOUTH

ATTEST:
ADDENDUM “A”

DESCRIPTION OF EMERGENCY COMMUNICATION AND DISPATCH SERVICES TO BE PROVIDED BY COUNTY TO TOWNSHIP OF WEYMOUTH

(a) Emergency Communication Services.

County agrees to provide Emergency Communication and Dispatch Services to the Local Unit for a ten (10) year period beginning on the 1st day of June, 2021 and ending May 31, 2031, such Emergency Communication and Dispatch Services to include the following:

i. Providing trained emergency response telephone operators to answer 9-1-1 calls for fire, police and emergency medical services requests originating within the Township of Weymouth on a 24-hour per day basis; and

ii. Providing emergency and routine radio communications with police, fire and EMS emergency providers to the Township of Weymouth on a 24-hour per day basis including E911 PSAP, CAD (computer aided dispatch) and MDC (mobile data computer) services. County will answer the calls for police services and re-direct to NJ State Police.

(b) Administrative Support for Emergency Communication and Dispatch Services.

County will provide the following administrative support for the operation of the Emergency Communication and Dispatch Services System:

i. Providing Records Management System administration: County will provide the records, however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Local Unit’s Personnel. The information will be on a computer system and will be accessible by Local Unit.

ii. Providing GIS mapping database creation and administration for use with Emergency Service boundaries and Wireless 911 calls; and

iii. Providing coordination with the Local Unity to ensure compliance with the requirements of all state and federal laws and regulations to Emergency Communication and Dispatch Services.

iv. The County agrees to furnish and install any equipment necessary to establish connectivity to communicate with the Local Unit’s systems for police facilities, fire stations and citizens requesting assistance. Local Unit will pay for new installation of equipment necessary to complete the transfer and to pay for any capital changes required for the transfer.

v. The scope of services shall provide for electronic data connectivity
between Gloucester County Emergency Response Center and Township of Weymouth, Atlantic County. Connectivity will include secure access to the Gloucester County Public Safety Computer Network for shared centralized Record Management Services. Connectivity between the County and the Local Unit shall require a secure method, integrated into their existing computer network.

2. RECORDS

(a) Maintenance of Public Records
Records generated and/or related to Emergency Communication and Dispatch Services provided by the County to the Local Unit under this Agreement shall comply with relevant requirements of any applicable law or regulation. The County shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. The County shall make records available to the Local Unit upon reasonable notice during business hours. The County will provide the records however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Local Unit’s Personnel. The information will be on a computer system and will be accessible by Local Unit.

(b) Access to County’s Server
The Local Unit shall have unlimited, around-the-clock, twenty-four (24) hour access to data at all times during the term of this Agreement, with the exception of any scheduled or unexpected server maintenance down times.
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF EPIDEMIOLOGY, ENVIRONMENTAL AND OCCUPATIONAL HEALTH AND ACCEPTANCE OF FUNDS FROM THE 2023 RIGHT TO KNOW PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $10,798.00

WHEREAS, the County of Gloucester through the Department of Health seeks to submit a grant application with the New Jersey Division of Epidemiology, Environmental and Occupational Health regarding the 2023 Right to Know Program, and to accept funds in the amount of $10,798.00 which will be used to provide a database to advise workers and the community of hazardous materials used in the workplace, and to monitor collection and awareness of this data; and

WHEREAS, the Department of Health has reviewed all the data supplied in the application and in 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 grant 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 a grant application with the New Jersey Division of Epidemiology, Environmental and Health is hereby authorized regarding the 2023 Right to Know Program for $10,798.00, for the term July 1, 2022 to June 30, 2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds awarded and confirms that they will be used pursuant to the terms of the grant, and that the County Department of Health shall be responsible for implementation in accordance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE REIMBURSEMENT FOR THE INSPECTION OF TANNING FACILITIES FROM APRIL 1, 2022 TO JUNE 30, 2022 FOR $200.00 PER INSPECTION

WHEREAS, the New Jersey Department of Health ("State") has provided the County of Gloucester, Department of Health ("County") with a list of tanning facilities to be inspected as part of the Public Health and Food Protection Program, Tanning Facilities Registration and Inspection Project as required by N.J.S.A. 26:2D-81 et seq. and N.J.A.C. 8:28-1.1 et seq.; and

WHEREAS, the State provides reimbursement regarding such inspections and the County seeks to enter into a Grant Agreement for Special Health Projects in order to receive funds in the amount of $200.00 for each registered tanning facility inspected with up to ten (10) sunlamp products, plus $10.00 for each additional sunlamp product at the facility; and

WHEREAS, the grant period is from April 1, 2022 to June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute the Grant Agreement for Special Health Projects with the New Jersey Department of Health for reimbursement funds in the amount of $200.00 for each registered tanning facility inspected with up to ten (10) sunlamp products, plus $10.00 for each additional sunlamp product at the facility, for the grant period April 1, 2022 to June 30, 2022.

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the reimbursement funds and confirms that they will be used pursuant to the terms of the Agreement, and that the County Department of Health shall be responsible for implementation in accordance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Gloucester County Board of County Commissioners held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN AGREEMENT WITH ROWAN UNIVERSITY, DEPARTMENT OF HEALTH AND EXERCISE SCIENCE FROM APRIL 1, 2022 TO MARCH 31, 2023

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

WHEREAS, the County of Gloucester ("County"), through the Department of Health is willing to provide such training opportunities to Rowan students in the Health and Exercise Science program via unpaid internships on a rotational basis under the supervision of the appropriate County personnel; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute an Agreement with Rowan University for the provision of training opportunities to Rowan’s students in the Department of Health and Exercise Science program, via unpaid internships under the supervision of appropriate personnel of the County Health Department, from April 1, 2022 to March 31, 2023.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

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

THIS STUDENT INTERNSHIP AGREEMENT (this “Agreement”) is made and entered into as of April, 2022, by and between Rowan University, acting on behalf of its Department of Health and Exercise Science, a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (hereinafter referred to as “University”) and County of Gloucester, a body politic and corporate of the State of New Jersey, with offices at Gloucester County Administration Building, 2 South Broad Street, Woodbury, NJ 08096, through its Department of Health located at 204 East Holly Ave. Sewell, NJ 08080 (hereinafter referred to as “Facility”).

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

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

WHEREAS, the Facility provides quality experiential training opportunities for student interns; and

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

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

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

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

WHEREAS, both Parties are mutually desirous of cooperating in the manner set forth in this Agreement

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

A. HEALTH AND EXERCISE SCIENCE CLINICAL EDUCATION PROGRAM

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

2. It is understood and agreed by the Parties hereto that the internship that is the subject of this Agreement is not a paid internship.

B. RESPONSIBILITIES OF THE UNIVERSITY

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

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

3. The University will provide to appropriate personnel at the Facility a list of the student interns to receive training at the Facility and will update such list as necessary.

4. University shall provide documentation of Student intern(s)' medical testing upon request of Facility. The release of any such records shall be governed by and be in accordance with HIPAA (the Health Insurance Portability and Accountability Act of 1996, as amended) and any other applicable federal or state laws governing the protection of health information. University shall provide or cause the Student interns to provide the results of criminal background checks to Facility upon request.

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

6. The University will promptly consider any reasonable request by the Facility for the withdrawal of student interns for sufficient and good cause if they are participating in an unpaid internship. The University acknowledges that student interns participating in paid internships are at will employees of the Facility, and that the Facility has the right, in compliance with applicable laws, to terminate the student interns at any time, with or without cause.

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

8. The University is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

9. The University will provide its student interns participating in unpaid internships under this Agreement with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars
($3,000,000) aggregate per year. University shall provide Facility with evidence of insurance upon entry into this Agreement. Facility shall be named as an additional insured on the liability insurance.

C. RESPONSIBILITIES OF THE FACILITY

1. If the student interns will be participating in paid training experiences, they shall be considered W2 employees of the Facility, entitled to all of the protections of the Facility’s other employees, and shall be covered under the Facility’s Workers’ Compensation and Liability Insurance. The Facility will compensate the students for time spent performing work for the Facility at an hourly rate in compliance with applicable wage and hour laws. The Facility shall indemnify and hold the University harmless from any tax liabilities related to Facility’s payment to paid student interns.

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

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

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

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

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

7. The Facility will inform the University and student interns in advance of any eligibility requirements for participation in the internship, including medical screening and/or criminal background requirements.

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

9. The Facility will provide access to emergency medical care to any Student intern requiring emergency medical care in the case of injury or illness during the affiliation. Student interns are required to carry and to pay for their own medical insurance, proof of which shall be furnished to the Facility upon request. Facility is not responsible for costs of any Student intern medical care and expenses.

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

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

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

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

(a) If the student interns are participating in a paid training experience, each Party agrees that the student interns will be treated as employees of the Facility and will be covered under the Facility’s Workers’ Compensation and Liability Insurance.
(b) All insurance coverage will be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A (XI) or better. Facility will provide the University with its certificates of insurance upon entry into this Agreement.

(c) The Facility shall carry professional liability insurance covering its professionals with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per year.

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

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

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

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

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

14. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, the Facility must follow the strictest protocols and procedures laid out by federal, state, and local governments and federal and state health agencies to reduce the risk of the spread of COVID-19. No later than five (5) days prior to the commencement of a student's internship at the Facility, the Facility must provide the University with a detailed and specific plan of how it intends to comply with all governmental requirements and recommendations related to the safety of student participation in the internship. University reserves the right to require specific procedures be implemented in order to best protect the health and safety of its students, faculty, staff, and the public.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. Both of the Parties to this Agreement are independent contractors. It is not intended that an employment, joint venture, or partnership agreement be established by this Agreement.

2. The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the internship, or where any of them make it illegal, impossible, inadvisable, or impracticable to implement the internship, or to fully perform the terms of this Agreement.
3. As applicable, student interns shall comply with all immigration-related requirements under the law in connection with their internships at Facility and, if necessary, shall complete and submit any required documentation.

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

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

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

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

The term of this Agreement shall be for a one (1) year period, from April 1, 2022 through March 31, 2023, and shall automatically renew for additional one (1) year terms, unless either Party to this Agreement notifies the other, in writing, of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the contract year term thereof.

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

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

Neither Party is liable for the acts or omissions of the other Party. FACILITY is not liable for any actions of any Student intern who goes beyond the role of Student intern as such role is contemplated and set forth in this Agreement.

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

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

**If to the University:**  
Anthony Lowman, Ph.D.  
Provost & Senior VP for Academic Affairs  
Rowan University  
201 Mullica Hill Road  
Glassboro, New Jersey 08028
With a Copy to:
Robert Weaver
Internship Coordinator
Health and Exercise Science
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

If to the Facility:
Michelle Baylor, Director
Gloucester County Department of Health
204 East Holly Ave.
Sewell, NJ 08080

With a Copy to:
County Counsel
County Administration Building
2 South Broad Street, P.O. Box 337
Woodbury, NJ 08096

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

Notice shall be deemed given upon receipt.

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

15. This Agreement represents the entire understanding of the Parties with respect to the subject matter covered herein, and supersedes and nullifies any previous agreements between the Parties.

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

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

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

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO,
Commissioner Director

ROWAN UNIVERSITY

ANTHONY LOWMAN, PH.D.
Provost & Senior V.P. for Academic Affairs
RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS TO PROVIDE TRANSPORTATION SERVICES FOR COUNTY VETERANS FROM JULY 1, 2022 TO JUNE 30, 2023 IN THE AMOUNT OF $30,000.00

WHEREAS, the Gloucester County Board of County Commissioners seek to deliver non-emergency, curb-to-curb transportation services for County veterans on a fare-free, space available basis, to routine medical appointments and area VA facilities for the grant period from July 1, 2022 to June 30, 2023; and

WHEREAS, the Veterans Transportation Grant funding allocation for Gloucester County has been determined to be $30,000.00 for the period July 1, 2022 to June 30, 2023 by the New Jersey Department of Military and Veteran Affairs; and

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied or to be supplied in the Grant application and in its attachments, and certifies to the Board that all data contained in the application and in its attachments is true and correct.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of County Commissioners that the Director is hereby authorized and directed to execute, and the Clerk attest to all necessary documents for the grant application, and any subsequent agreement with the New Jersey Department of Military & Veterans Affairs as referenced hereinabove, for the acceptance of a grant in the amount of $30,000.00 to provide transportation services for eligible military veterans, from July 1, 2022 to June 30, 2023; 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, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the Gloucester County Department of Health and Human Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 11, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

Laurie J. Burns,  Frank J. Dimarco, Director
Clerk of the Board
GRANT REQUEST FORM

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

DATE: April 27, 2022

1. TYPE OF GRANT
   ___ NEW GRANT
   X  RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER: 469

2. GRANT TITLE: 2022-2023 VETERANS TRANSPORTATION

3. GRANT TERM: FROM: 07/01/2022 TO: 06/30/2023

4. COUNTY DEPARTMENT: Division of Human and Special Services – Department of Transportation

5. DEPT. CONTACT PERSON & PHONE NUMBER: Lisa Cerny, Director – 856-384-6870

6. NAME OF FUNDING AGENCY: NEW JERSEY DEPARTMENT OF MILITARY AND VETERAN AFFAIRS

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide transportation to veterans for medical purposes or appointments to the VA regional offices.

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

   NAME     AMOUNT   NAME     AMOUNT
   Jessica Hampel  $1,452

9. TOTAL SALARY CHARGED TO GRANT: $1,452

10. INDIRECT COST (IC) RATE: N/A

11. IC CHARGED TO GRANT: N/A

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A

13. DATE APPLICATION DUE TO GRANTOR: May 26, 2022
14. FINANCIAL: 

REQUESTED  MANDATED

GRANT FUNDS  $30,000
CASH MATCH  
IN-KIND MATCH  $0
TOTAL PROGRAM BUDGET: $30,000

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

YES  x  NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURER'S OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

DEPARTMENT HEAD: ____________________________

Signature

DATE: ____________________________

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ____________________________

DATE RECEIVED BY BUDGET OFFICE: ____________________________

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. ____________________________

Signature

2. ____________________________

Signature

Revised: 9/22/03
Budget
BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE   April 27, 2022

1. GRANT TITLE:   2022-2023 VETERANS TRANSPORTATION
2. DEPARTMENT:   Human & Special Services, Department of Transportation

3. FUNDING AGENCY CONTACT PERSON:   Vanessa Nilsson, Department of Military and Veterans Affairs

4. FUNDING AGENCY PHONE NUMBER:   (609) 530-6962

5. GRANT AMOUNT:   $30,000

6. A. CASH MATCH AMOUNT:   

   (Attach mandated documentation)

   B. IN-KIND MATCH:   $0-

   C. MODIFICATION AMOUNT:   

   D. NEW TOTAL:   $30,000

8. CONTRACT PERIOD:   FROM: 07/01/2022   TO: 06/30/2023

9. HOW DOES COUNTY RECEIVE PAYMENT:   ADVANCE:   

   REIMBURSEMENT: MONTHLY:   X

   QUARTERLY:   

   END OF CONTRACT:   

   OTHER (EXPLAIN)   

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? Yes   NO

   ARE THEY MONTHLY   X   QUARTERLY   END OF CONTRACT

   LIST DATES REPORTS ARE DUE:   20 Days following the calendar month
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:

   ___________________________________________________________________
   ___________________________________________________________________
   ___________________________________________________________________

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE
   BUDGET RESOLUTION: To provide transportation services to Veterans for medical
   purposes or appointments at the VA regional offices.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
    YES___ X____ NO_________

    DEPARTMENT HEAD: ______________________________
                        Signature

    DATE: ______________________________

-----------------------------------------------------------------------
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ______________________________

DATE RECEIVED BY BUDGET OFFICE: ______________________________

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. ______________________________
   Signature

2. ______________________________
   Signature

Revised: 9/22/03
<table>
<thead>
<tr>
<th>Code</th>
<th>Expense Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10101</td>
<td>Salaries</td>
<td>$ 1,452</td>
</tr>
<tr>
<td>20299</td>
<td>Outside Services - to pay SCUCS for Veteran's transportation into Philadelphia</td>
<td>$ 28,548</td>
</tr>
</tbody>
</table>

**TOTAL** $ 30,000

Form C-2  
Department Code 333-002  
Submission Date 3 4/27/2022
Department - Human Services (DTS)
**Department: Human Services**  
**Grant Title: Veterans 2022-2023**

**Salary and Wages Detail**
List all Employees within the program
insert more lines if necessary
Highlighted cells are formulas and should not be changed

2022 Fringe is 60.04% for PERS and 75.60% for Police and Fire

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>Fringe</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Hampel</td>
<td>Accountant</td>
<td>$1,452</td>
<td>$</td>
<td>$1,452</td>
<td></td>
<td>$1,452</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,452</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total OE</th>
</tr>
</thead>
<tbody>
<tr>
<td>other outside services</td>
<td>$28,548.00</td>
<td>-</td>
<td>$28,548.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant</th>
<th>County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Program Cost</td>
<td>$28,548.00</td>
<td>-</td>
</tr>
</tbody>
</table>

**Grant Funding History**

<table>
<thead>
<tr>
<th></th>
<th>New</th>
<th>21-XXX</th>
<th>20-XXX</th>
<th>19-XXX</th>
<th>18-XXX</th>
<th>17-XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>S&amp;W, Fringe</td>
<td>$1,452.00</td>
<td>$1,452</td>
<td>$1,452</td>
<td>$19,500</td>
<td>$19,500</td>
<td>$19,500</td>
</tr>
<tr>
<td>OE</td>
<td>$28,548.00</td>
<td>$28,548</td>
<td>$28,548</td>
<td>$10,500</td>
<td>$10,500</td>
<td>$10,500</td>
</tr>
<tr>
<td></td>
<td>$30,000.00</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
</tbody>
</table>
18 April 2022

Ms. Donna Cucetta
County of Gloucester
Department of Health and Human Services
115 Budd Blvd, P.O. Box 337
West Deptford, NJ 08096

Dear Ms. Cucetta:

Following is the contract that is being negotiated between the NJ Department of Military & Veterans Affairs and Gloucester County, County of Gloucester, Division of Human Services, Division of Transportation to provide transportation to Veterans for medical purposes or appointments at the VA regional offices. The term of the contract is one year, 1 July 2022 to 30 June 2023 with a limit of $30,000. The enclosed documents include:

A. Standard Provider Agreement
B. Transportation Grant - Annex A
C. Annex B-2: Contract Rate Information Form

Please complete the required information, sign and return all copies to Vanessa.Nilsson@dmava.nj.gov no later than May 26, 2022. If you have any questions, call me at (609) 530-6962.

Sincerely,

Patricia Richter
Director
Division of Veteran Services
New Jersey Department of Military and Veterans Affairs
Transportation Grant Annex A

AGENCY INFORMATION

Name of Agency: Gloucester County, Dept. of Health and Human Services, Division of Transportation
Street Address: 115 Budd Blvd, PO Box 337 City: West Deptford
County: Gloucester ZIP: 08096
Agency Executive Director/CEO: Frank J. DiMarco, Commissioner Director
Project Title: Veterans Transportation
Program Administrator (if known): Program Administrator email:

PROJECT INFORMATION

Number of trips to be provided @ 100% reimbursement of contract: 3,300
Minimum number of trips to be provided @ 90% of contract 2,970 (Reimbursement will be reduced if at least 90% of the rides are not provided. Counties will be notified after this Departments Mid-Year review in February.)

FUNDING INFORMATION

Total State Funds Requested: $30,000
Total Agency Funds/In-Kind Match: $0
Total Operating Budget (Sum of State Funds Requested and Agency Funds/In-Kind Match): $30,000

Frank J. DiMarco, Commissioner Director
SIGNATURE OF AGENCY EXECUTIVE DIRECTOR/CEO DATE
1. Provide a brief narrative summary describing existing programs operated by your agency.

The Division of Transportation Services (DTS), under the Gloucester County Department of Human Services, continues to provide 4 (four) primary types of service, specifically, (1) demand responsive service to non-emergency medical transportation appointments and essential personal business, (2) subscription service to vocational-training sites and gainful employment, (3) modified fixed bus route service to rural residents under the FTA Section 5311 program, and (4) feeder transportation to NJ Transit fixed route services. The four services are currently provided fare-free.

The demand response service provides transportation to senior citizens, persons with disabilities, rural residents, eligible Veterans, and Title XX residents of Gloucester County. Service is provided Monday through Friday, 7:00 a.m. to 5:00 p.m. Private operators provide service on a limited basis, primarily to dialysis appointments and non-peak work-related trips. Service is provided to all areas of Gloucester County, most areas of Camden County, and limited areas of Philadelphia. DTS works with Camden County to provide transportation to Philadelphia, including the VA Hospital. This coordination effort has allowed DTS to provide more rides to residents without compromising the demand for access to Philadelphia Hospitals.

DTS has four (4) private providers and two (2) agency providers under contract to assist Gloucester County in the provision of demand-responsive service. The agency provider is the Gloucester County Chapter of the American Red Cross who provides dialysis-related transportation on a three-day per week basis, with client referral from DTS. The private carriers provide primarily transportation services beyond normal operating hours and/or when DTS is unable to directly provide service.

The vocational training and gainful employment components of service are provided on a subscription basis with service primarily to non-seniors with disabilities. Those requesting vocational-training transportation are required to complete an application form. Service is currently provided to 60 residents, with 12 people on a waiting list. The modified fixed route Section 5311 service continues to offer shopping-related transportation between the hours of 9:30 a.m. and 2:30 p.m., Monday through Wednesday, with Friday service offered one day per month, for the rural residents of Gloucester County.

Feeder transportation began in the latter part of 1997. The service continues to be refined and offered for those residents who are capable of utilizing feeder services. DTS currently provides feeder service for transportation onto NJ Transit fixed route bus service.

DTS staff also provides information and referral services on behalf of NJ Transit fixed route service and Access Link services. Many residents utilize DTS as a clearinghouse for transportation referrals and inquiries.
Attach additional sheets if needed.

1. List below the existing problem(s) or need(s) citing specific information or resources which document the reason for your transportation program. Provide demographic information. Report how you assessed need and what other programs or services exist in your geographic area. No rationale about the general benefits of the transportation program is necessary.

Public transportation service is extremely limited in Gloucester County. Many areas are not serviced by public transportation while other areas are offered limited service. There is no passenger rail service offered in Gloucester County. These limited public transportation options place a greater burden upon the DTS program for transportation services.

The rural areas in the southern portion and southwest portion of Gloucester County are unable to access public transportation and have no regular transportation to business centers or area medical facilities. These rural residents are particularly dependent upon the private automobile, paratransit services, or modified fixed bus services offered by DTS.

Non-emergency services for Veterans in Gloucester County is not always available or is costly, despite Gloucester County offering out-of-County travel to Camden County, the VA Hospitals in PA and DE.

2. Please describe in detail the type of transportation services that will be provided to eligible clients.

DTS will provide non-emergency, curb-to-curb transportation for Veterans of Gloucester County on a fare-free, space available basis to routine medical appointments in Gloucester County and Camden County. The VA Clinic in Sewell, NJ, is popular with Gloucester County Veterans and DTS continues to experience ridership increases. Service to the VA Hospital in Philadelphia is provided Monday through Thursday, with a drop-off at the Hospital of 10:00 a.m. and a return of 1:00 p.m. The shuttle service to Philadelphia is provided via coordination with Camden County and offers established transfer locations in both counties. Gloucester County operates the bus on Monday and Thursday with Camden County operating the bus on Tuesday and Wednesday. DTS also serves the VA Hospital in Elsmere, Delaware, for Gloucester County residents on Monday, Wednesday, and Friday with a 9:00 a.m. drop-off and a 1:00 p.m. return.
Attach additional sheets if needed.

1. Please describe in narrative the method to be used for identifying clients.

The DTS program distributes brochures to area agencies to inform residents of our services. DTS reservationists question new clients as to their possible affiliation with US Armed Forces, based on response from new clients, referrals are made to our local Veteran's Office. DTS requires a DD-214 form from Veteran's prior to their transportation to ensure eligibility.

DTS and the local Veteran's Office communicate throughout the year to assist Veterans in need of Transportation.

Please translate the above narrative into measurable objectives, strategies, and time frames.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>STRATEGIES</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify new Veterans</td>
<td>Work with local office, distribute</td>
<td>07/2022 - 06/2023</td>
</tr>
<tr>
<td>and Veterans Groups</td>
<td>brochures, and attend Veteran Group</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Meetings</td>
<td></td>
</tr>
</tbody>
</table>
Attach additional sheets if needed.

1. Please describe in narrative the method to be used in providing transportation services to eligible clients.

Following approval, DTS provides non-emergency transportation to eligible Veterans. Veterans arrange transportation by contacting the DTS office in advance to reserve a ride by calling (856) 686-830. In 1995 DTS initiated shuttle service to the VA Hospital in Philadelphia. The shuttle service is provided Monday through Thursday via inter-county coordination with Camden County. DTS also services the VA Hospital in Elsmere, Delaware, on Monday, Wednesday, and Friday for Gloucester County residents with a 9:00 a.m. drop-off and a 1:00 p.m. return.

Philadelphia CA appointments should be made at approximately 10:00 a.m. since the bus returns at 1:00 p.m.

Gloucester County Veterans may also call to schedule service to the VA Hospital in Elsmere, Delaware, on Monday, Wednesday, and Friday. The same telephone number is used and service is scheduled to arrive at 9:00 a.m. with a return of 1:00 p.m.

Veterans may call to schedule service to the VA Medical Clinic in Sewell, NJ, on any weekday.

Clients are requested to contact the DTS office at (856) 686-8359 the day before to confirm their scheduled appointment.

Please translate the above narrative into measurable objectives, strategies, and time frames.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>STRATEGIES</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rideshare client to maximize cost efficiency</td>
<td>Refine and further promote shuttle services for Veterans</td>
<td>07/2022 - 06/2023</td>
</tr>
<tr>
<td></td>
<td>Continue communication with local VA office and Veteran's groups to increase service levels</td>
<td></td>
</tr>
</tbody>
</table>

New Jersey Department of Military and Veterans Affairs

Program Goals
Attach additional sheets if needed.

1. Please describe in narrative the method by which the program will be internally evaluated (i.e. measurement of Program Goals, consumer surveys, etc.).

Division of Transportation Services (DTS) utilizes a variety of methods for internal evaluation. A great deal of input is received from client and driver feedback. These communication lines allow DTS to maintain the effectiveness of service, quality of service (on-time, comfort), and service safety. DTS also distributes passenger surveys on an annual basis to learn more about the quality of services.

DTS drivers are required to complete paperwork which shows the time clients are picked up and the time they are delivered. Driver reports also show mileage and number of passenger trips.

DTS staff makes presentation to interested groups, distributes passenger surveys, and holds an annual public hearing.

DTS management routinely performs on-board observations of drivers and their service to passengers.

Please translate the above narrative into measurable objectives, strategies, and time frames.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>STRATEGIES</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obtain passenger comments.</td>
<td>Distribute and review passenger surveys</td>
<td>07/2022 - 06/2023</td>
</tr>
<tr>
<td>Enhance service efficiency</td>
<td>Review driver records and client feedback.</td>
<td>07/2022 - 06/2023</td>
</tr>
</tbody>
</table>
New Jersey Department of Military and Veterans Affairs
Transportation Annex A

County of Gloucester – Division of Transportation

AGENCY

Veterans Transportation

PROJECT TITLE

Program Assurances

I, ______ Frank J. DiMarco ________, as the Executive Director/CEO of County of Gloucester assure that the Transportation Service will meet the following program requirements:

I. LEVEL OF SERVICE:

A. The agency must submit, along with the Monthly Program Report, appropriate documentation which provides information relative to the services delivered. This information must include a detailed log report of the individuals served, scheduled trip dates, origin, destination, and trip calculation (number of one-way trips).

B. Clients in need of transportation will be on a first come, first serve basis.

II. PROGRAM GOALS

A. Program Goal #1

1. Method for Identifying Client – Clients shall be eligible for transportation service if all of the following conditions are met:

   a. Client must be a Veteran having served a minimum of 90 days of active military service other than for training in the armed forces of the United States and having received a discharge other than dishonorable; or if the active military service was less than 90 days, client must have received a medical discharge;

   b. Veterans status is determined by review of the DD 214 form or by contacting the Department’s Veterans Service District Offices.

   c. Any individual serving as an aide to the Veteran.

2. Ineligible Services

   a. In-county services for the elderly and handicapped population will not be supported through this program. It is the responsibility of the County’s Special Transportation for the elderly and handicapped to provide this service.

      Exception: Counties that have VA Hospitals/Clinics located within their county, will be reimbursed for trips made to those facilities.

3. Transportation will be provided for the following services:

   a. VA facilities, i.e., hospitals, outpatient clinics, regional offices; to include State VSO Offices.

   b. Other medical services (e.g., hospital, clinics, private doctors);

   c. Exclusions: community services; employment/job training; pharmacies and all other facilities and services not listed in a & b above.
B. Program Goal #2

It is expected that most of the scheduled trips will be provided beyond county, and in some instances, state lines (e.g. VA Hospital, Regional Offices).

C. Program Goal #3

The agency will conduct two consumer surveys to measure client satisfaction with the service, noting strengths and weaknesses. This survey shall take place at six months and twelve months after the beginning of the contract. A report detailing the results of these surveys will be sent to the Division of Veterans Services within one month of the conclusion of each survey.

III. MONITORING BY THE DIVISION OF VETERANS SERVICES

The agency will provide that appropriate staff be available when staff from the Department of Military and Veterans Affairs conducts site visits to monitor contract compliance.

IV. REPORTING

A. Program Evaluation – See Section II, C Program Goals #3.

B. Monthly Expenditure Reports – shall be submitted by the 15th of each month for prior month activities. A State of New Jersey Payment Voucher (Vendor Invoice) shall also be submitted for approval by the Department of Military and Veterans Affairs.

C. Monthly Program Reports – shall be submitted by the 15th of each month for the prior month’s activities.

Payment Vouchers, Expenditure Reports, Contracts, Correspondence and questions related to the content or amount of the award should be addressed to:

Joseph Nyzio  
Department of Military and Veterans Affairs (DVS)  
PO Box 340  
Trenton, NJ 08625-0340  
(609) 530-6949  
Joseph.Nyzio@d唀a.a.nj.gov
NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS’ AFFAIRS

PROVIDER AGREEMENT

Effective Date: 
July 1, 2022

Expiration Date:  
June 30, 2023

Contract Number:  
VL23T19

Grant Amount:  
$30,000

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 as set forth in the following agreement.

To be completed by Provider

(Signature)  (Date)

Frank J. DiMarco  
Commissioner Director

(Type/Print Name)  (Title)

Gloucester County Division of Transportation  
(Provider Agency)

To be completed by State Agency

(Signature)  (Date)

(Title)

(State Agency)

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal year portion of the contract.

State Agency Fiscal Officer  (Date)
CONTRACT effective as of the date recorded on the signature page between the signatory State Agency and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Military and Veterans' Affairs (the “State Agency”) has been designated under the authority of N.J.S.A. 38A:3-2 et-seq., to administer or supervise the administration of Veteran service programs and has, in turn, designated the State Agency to be directly responsible for the funding, implementation and administration of certain of such Veteran service programs, including the program(s) covered by this Contract; and,

WHEREAS the State Agency 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 State Agency and the Provider Agency agree as follows:

1. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including and approved assignments, subcontract or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the State Agency 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.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the State Agency or the provider Agency, in accordance with the provisions contained in this Contract, to nullify the Contract prior to term.

2. BASIC OBLIGATIONS OF THE STATE AGENCY

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 State Agency in accordance with the time fra.m.es specified in the Annex(es). Total payments shall not exceed the maximum Contract a.m.ount, if any, specified in the Annex(es). All payments authorized by the State Agency under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.06 Audit or on the basis of any State Agency monitoring or evaluation of the Contract.
2.02 **Referenced Materials.** Upon written request of the Provider Agency, the State Agency shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

3. **BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

3.01 **Contract Services.** The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

3.02 **Reporting.** The Provider Agency shall submit to the State Agency programmatic and financial reports on forms provided by the State Agency. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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: state and local laws relating to licensure; federal and state laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); 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; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder. Failure to comply with the laws, rules and regulation referenced above shall be grounds to terminate this Contract.

If any provisions 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.

3.04 **State Agency Policies and Procedures.** In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the State Agency 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.

3.04 A. **Equip.m.ment Policies and Procedures.** Title to all equip.m.ent purchased in whole or in part under a contract is held by the Provider Agency. The State, however, maintains an equitable interest in all such equip.m.ent. The Provider Agency shall maintain adequate insurance coverage to protect against losses and adequate maintenance procedures to keep the equip.m.ent in good condition. The Provider Agency shall be responsible for reimbursing the State for da.m.age to equip.m.ent which exceeds normal wear and tear. When the equip.m.ent no longer becomes useful to the Provider Agency, and the State Agency has an interest in the equip.m.ent and has further need of the equip.m.ent, the Provider Agency will offer the equip.m.ent back to the State Agency. In cases where the State Agency has no further need of the equip.m.ent, selling procedures must be established which would provide for competition and result in the highest possible return. Ten percent of the total proceeds may be retained by the Provider Agency for selling and handling expenses. The Provider Agency shall comply with additional equip.m.ent policies under **Section 3.04 State Agency Policies and Procedures.**

3.05 **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 and accounting controls 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 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;

G) procedures consistent with the provisions of any applicable State Agency policies and procedures for determining the reasonableness, allowability and allocability of the costs under this Contract.

3.06 Audit. 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 by the State Agency, by any other appropriate unit or agency of the State or federal government, and/or by a private firm or firms retained or approved by the State Agency 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. The Provider Agency is subject to audit up to four years after termination of the contract. If any audit has been begun 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 State Agency may require submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standards for Audit of Governmental Organizations, Programs Activities and Functions issued by the Comptroller General of the United States.

4. Termination

4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days advance notice to the State Agency. If the contract is terminated under this section, the Provider Agency shall settle all accounts with the State Agency in the manner specified by the State Agency and shall be subject to a final audit under Section 3.06 Audit.

4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with the provision(s) of this contract, the State Agency may, by notice, place the Provider Agency in
default of the contract and, in accordance with State Agency policies and procedures, may reduce contract funding or terminate the contract.

4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this contract notwithstanding, the parties recognize and agree that the State Agency’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 State Agency, the State Agency reserves the right, upon notice to the Provider Agency, to reduce or terminate the contract.

5. Miscellaneous

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.)

5.02 Assignment and Subcontracts. No rights or obligations of the Provider Agency under this contract may be assigned or subcontracted without the prior approval of the State Agency. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the State Agency), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the State Agency and shall retain copies of them on file together with the contract.

5.03 Client Fees. Other than as provided for in the Annex(es), the Provider Agency shall impose no fees or charges of any kind upon recipients of contract services.

5.04 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 State Agency may pay the premium and, upon notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the state of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to perform the Provider Agency’s obligations under this contract or any improper performance.

Notwithstanding the Provider Agency’s responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this contract.
5.06 **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.

5.07 **Exercise of Rights.** A failure or a delay on the part of the State Agency 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.

DMAVA (REV 03/00)
STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County – Division of Transportation Services DATE July 1, 2022

CONTRACT # VL23T19 THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2
FEDERAL I.D. # 216000660 DATED: ____________________

SECTION I: RATES

<table>
<thead>
<tr>
<th>PROGRAM/SERVICE</th>
<th>UNIT OF SERVICE</th>
<th>SERVICE UNIT*</th>
<th>TYPE OF RATE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veterans Transportation</td>
<td>One-way trips</td>
<td>See Note* Non-Cost related</td>
<td>Installment Payment</td>
<td>7/1/2022</td>
<td>6/30/2023</td>
</tr>
</tbody>
</table>

Note*
Level of service at 100% 3,300 one way passenger trips shall be provided during the contract term and at least a minimum of 2,970 (90%) one way trips. Provider will be paid in twelve monthly installments of $ 2,500.00.

Reimbursement will be reduced if we project that at least 90% of the rides will not be provided. Counties will be notified after our Mid-Year review in February, if their contracts will be reduced.

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTION II AND III

SECTION II: CONTRACT STIPULATIONS

A. The service capacity of the Provider Agency is _____ for the term of this contract.
   (Check here if not applicable: X.)

B. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( )
 annual report certifying to the actual program expenditures consistent with the Provider’s approved
 budget set forth in the Contract Budget. This report is due ____ days after the end of the reporting
 period. (Check here if periodic expenditure reporting is not applicable: X.)

C. The Provider Agency shall submit to the Department a (X) monthly, ( ) quarterly, ( ) semi-annual, ( )
 annual report certifying to the actual unit of service delivered during the reporting period. This report is
 due 15 days after the end of the reporting period.
   (Check here if periodic level as service reporting is not applicable: ___.)

D. Other:
STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER  Gloucester County — Division of Transportation Services  

DATE:  July 1, 2022

CONTRACT #  VL23T19

SECTION III: GENERAL

A. Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) is subsequently found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on costs contained in the Contract Budget (Annex B), acceptance of the rate(s) is predicated on the conditions that: 1) no costs other than the Provider Agency costs were included in the Annex B as finally accepted: 2) all costs reflected in the Contract’s Reimbursable Ceiling are allowable under the governing cost principles: 3) similar types of costs were accorded consistent accounting treatment.

B. Types of Rates:
   1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when the actual costs are reported.
   2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually a year.

C. Notification of State Agencies: Copies of this document may be furnished to other state agencies as a means of notifying them of the information it contains.

D. Contract Amount: $ 30,000

SECTION IV: SIGNATURES

BY THE PROVIDER AGENCY

Signature
Frank J. DiMarco
Name
Commissioner Director
Title

BY THE DIVISION

Signature
Name
Title

Date
RESOLUTION AUTHORIZING AN APPLICATION FOR SFY 2022 ROUND 9 JOB ACCESS REVERSE COMMUTE (JARC) GRANT FROM NJ TRANSIT FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $110,000.00 WITH AN IN-KIND MATCH OF $110,000.00, FOR A TOTAL PROGRAM AMOUNT OF $220,000.00.

WHEREAS, the Gloucester County Department of Human & Disability Services, Division of Transportation Services, is submitting a proposal to NJ Transit, to receive New Jersey Job Access and Reverse Commute (JARC) Round 9 grant funds to assist eligible residents in employment transportation; and

WHEREAS, the New Jersey 2022 JARC Program Round 9 includes state grant funding in the amount of $110,000.00, with an in-kind match of $110,000.00, for a total program amount of $220,000.00 from July 1, 2022 to June 30, 2023; and

WHEREAS, the County’s Department of Health and Human Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Commissioners of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the grant application with NJ Transit for the purposes referenced hereinabove, the resulting grant agreement, and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby confirms that the funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Department of Human Services, Division of Transportation Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

LAURIE J. BURNS,  FRANK J. DIMARCO, DIRECTOR
CLERk OF THE BOARD
GRANT REQUEST FORM

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

DATE: April 27, 2022

1. TYPE OF GRANT
   ______ NEW GRANT
   _____ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 469

2. GRANT TITLE: SFY’22 JOB ACCESS REVERSE COMMUTE (JARC) ROUND 9

3. GRANT TERM: FROM:07/01/2022 TO: 06/30/2023

4. COUNTY DEPARTMENT: Division of Human and Special Services – Department of Transportation

5. DEPT. CONTACT PERSON & PHONE NUMBER: Lisa Cerny, Director – 856-384-6870

6. NAME OF FUNDING AGENCY: NJ Transit

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide modified fixed route bus service, subscription, and demand responsive transportation services to gainful employment sites for low income and disabled Gloucester County Residents.

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

9. TOTAL SALARY CHARGED TO GRANT: $N/A

10. INDIRECT COST (IC) RATE: __N/A_____%

11. IC CHARGED TO GRANT$: __N/A_____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: __N/A_____%

13. DATE APPLICATION DUE TO GRANTOR April 30, 2022
14. FINANCIAL: REQUESTED MANDATED

GRANT FUNDS $ TBD____

CASH MATCH ____________________________
(Attach Documentation)

IN-KIND MATCH $ TBD____

TOTAL PROGRAM BUDGET: $ TBD____

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

YES____ x____ NO____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURER’S OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

DEPARTMENT HEAD: ____________________________

Signature

DATE: ______________________

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ____________________________

DATE RECEIVED BY BUDGET OFFICE: ____________________________

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. ____________________________

Signature

2. ____________________________

Signature

Revised: 9/22/03
Budget
April 27, 2022

Ms. Janelle Rivera, Director
Community Transportation Department
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105-2246

Dear Ms. Rivera,

The County of Gloucester is hereby applying for a grant under NJ-JARC funded and administered by NJ TRANSIT. The approval of this grant will enable public transportation services to be available to low-income and other individuals for employment transportation.

The County of Gloucester is requesting OPERATING ASSISTANCE for the period of one year of funding. The total amount of state funds requested are as follows:

**NJ-JARC – Round 9 SFY 2022**

<table>
<thead>
<tr>
<th></th>
<th>OPERATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ-JARC Funds</td>
<td>$ 110,000</td>
</tr>
<tr>
<td>Local Match Funds</td>
<td>110,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 220,000</strong></td>
</tr>
</tbody>
</table>

To my knowledge, all information provided in support of this application is true and correct. If you have any questions or require additional information, please contact Ms. Lisa A. Cerny, Director at 856-384-6874

Sincerely,

Frank J. DiMarco, Commissioner Director
County of Gloucester
Application Summary

Status: SUBMITTED

Applicant Information

*Legal Name
County of Gloucester

*State Tax Exempt #
216000660

*Agency Address

115 Budd Blvd.
West Deptford NJ 08096
GLOUCESTER County

Congressional District
1
*Attachment. 501(c)3 Certificate.

File not attached

*Program Contact
Lisa Cerny, lcerny@co.glooucester.nj.us, 856-384-6874, Director

*Type of Agency
Public Body Designate Lead (County)

*Do you have a NJ Transit approved Title VI plan?
YES

Service Operations
Reservation / Trip Request Process
*Attachment. Passenger reservation.

*Minimum amount of hours needed to reserve a trip (advertised in your policy)?
48
*Maximum amount of hours needed to reserve a trip (advertised in your policy)?
72

*Do you attempt to provide service (analyze the schedule) if the request is not in the minimum time required?
YES

*Do you attempt to provide same day (on demand) service if requested?
YES

*Do you maintain a passenger profile?
YES

Client name, address, phone number, sex, disability, social security #, funding codes, client codes, trip purpose, last scheduled trip, client notes, and transit information.

**Computer Routing**

*Name the computer routing and scheduling software product currently used for operations. Ecolane USA, Inc. computer routing and scheduling software is currently being used.

How is the above computer routing and scheduling product used? Please check all that apply.

- Database, customer file
- Computer assisted routing and scheduling
- Fully automated routing and scheduling
- To automatically generate ridership reports

*Describe any other computer technology used for operations. Example: mobile data terminal, global positions systems, AVL, cell phones, on board cameras, etc.

Gloucester County is using the Ecolane automated, computerized routing and scheduling system that assigns the various grant codes to clients using our service. This allows us to track the funding source more accurately according to residence destination. Time sheets are still being filed manually but percentage should be more accurate using the automated system.

*Do you have any trip type restrictions or priorities?
YES

*Please explain

In reference to this grant, trips must be provided to low-income and disabled residents of Gloucester County.
*Do you have any geographical boundaries (ex. Only intra-county trips provided)?

YES

*Please explain

Work related trips are provided within Gloucester County and nearby Camden County locations.

---

**Coordinated Human Services Transportation Plan (CHSTP)**

*Attachment. Coordinated Human Services Transportation Plan (CHSTP).*

---

*Identify the gap or need or project your NJ-JARC project addresses in the county’s CHSTP (indicate page number and paragraph number).

**Pages 31-32, under Updated Recommendations and Priorities - Pureland East to West has been accomplished through partnership with several non-profits and municipalities. Gaps still abound with anticipation of Transit Terminal within Gloucester County, placement of additional ticket agencies and development of a passenger rail service in Glassboro.**

*Are you the County Lead?*

YES

*Does the project feed/connect with NJ TRANSIT and/or other private bus services (i.e. Lakeland, Suburban, Coach USA, TransBridge) and/or and any rail service (i.e. **NJ TRANSIT commuter or light rail, PATH, PATCO, SEPTA, etc.**)*

YES

*Describe how the project connects with, compliments or supports existing transportation services.

*Please identify the bus or rail services (s) and the key stop (s) and/or stations (s) connections with the proposed project service.*
Provide the names of other service providers that you have coordinated with on this or other transportation projects. Gloucester County works in coordination with Camden County for the Philadelphia Shuttle service Monday through Thursday. In 2022, S.C.U.C.S. holds the vocational related contract for Gloucester County residents traveling to in-county sheltered workshops which are paid through County funding.

**Technical and Organizational Capacity**

* Describe your organization, including number of full time employees, part time employees, and volunteers.

Gloucester County DTS is comprised of 5.5 office staff which includes an Accountant (50%), one Supervising Omnibus Operator, one Assistant Supervising Omnibus Operator, 7 full-time drivers, 2 reservationists, and one Clerk 2.

*Number of full time employees.
13

*Number of part time employees.
0

*Number of volunteers.
0

*Describe how this project will be implemented and administered within your organization.

The Division of Transportation will use vendor support for trips provided with JARC funding. We use S.C.U.C.S. for our vocational routes but this is being accomplished with County Funding. At this time DTS is providing transportation for educational and work related endeavors.

*Who will do the work?

At this time the Division of Transportation is providing transportation for educational and work related endeavors.

**Performance**

*How will your organization monitor the project performance? What measures will be used (for example, passenger trips, vehicle hours, miles, denied trip requests, employer sites reached, etc.).

Gloucester County's Supervising Omnibus Operator deals with drivers daily through radio contact and is in
charge of Annual Driver Evaluations. DTS monitors project performance in a variety of ways. Service and cost data are maintained which provides information on the trips that are provided, the cost per trip, no-shows, vehicle miles, driver hours, canceled trips, and the employers that are reached. DTS Staff distributes passenger surveys to monitor the perception of service performance by riders.

Contractor Oversight

*Are there site visits made to the contractor facility?
   YES
   *How many times per year?
   1

*Are there ride checks made to the contractor operations?
   YES
   *How many times per year?
   1

Application Request(s)

Transportation for JARC Employment  Total budget request: $110,000

Project Summary

*Project Name
Transportation for JARC Employment

*Type of Project
CONTINUE_EXIST_JARC
*Project Description
The JARC Grant will allow Gloucester County DTS to continue improving transportation services for low-income and disabled residents for work-related opportunities.

*Service hours, days
The Division of Transportation Services is on the road Monday through Friday between the hours of 7:00am and 5:00pm. The Division of Transportation Services may occasionally transport riders on Saturday or Sunday due to inclement weather or County holiday.

*Is service contracted out or done in house?
Yes, service is contracted out

*Will contractor be responsible for entire operational cost or will you provide the vehicles/maintenance/fuel/other
NO

*Will you provide the vehicles/maintenance/fuel/other?
YES

*Type of service
DEMAND_RESPONSE_AND_ROUTE_DEVIATION

*Goals and objectives of the project
To continue providing eligible low income residents the opportunity to access their employment requirements. In 2022, using JARC funding we anticipate helping as many residents as possible, eliminating a waitlist.

*Describe how the project addresses the transportation needs of low income individuals to employment sites or training locations.
Low-income individuals who live in Gloucester County are eligible to apply for their transportation needs for training and employment through the Division of Transportation.

*Identify the current transportation gaps to be filled and types of jobs that are projected to be served.
One of the gaps that will be addressed with this grant is in reference to the lack of public transportation in Gloucester County. Gloucester County is 329 square miles, has no passenger rail service, and only 7 public bus routes. South Jersey Transit Authority currently transports Gloucester County residents working at the Pureland Industrial Park for 1st, 2nd, and 3rd shifts. Under the CHSTP, we partnered with several non-profits and municipalities for the newly established Pureland East to West Shuttle. Gloucester County provided buses for this grant. Funding from this foundation grant provided shuttle service from the Borough of Glassboro across the county to the Pureland Industrial Park transporting employees to their prospective job sites.
Service Area and Destinations

<table>
<thead>
<tr>
<th>County / Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAMDEN ALL TOWNS</td>
</tr>
<tr>
<td>GLOUCESTER ALL TOWNS</td>
</tr>
</tbody>
</table>

*Describe jobs that can be accessed as a result of the proposed project, program, or service. Project will fund expanded transportation opportunities for all Gloucester County residents that are low income or disabled. Transportation will be offered with a combination of demand response and feeder type services, as appropriate to employment sites in more suburban/rural areas of Gloucester County and contiguous areas of Camden County.

*Estimated number of jobs that can be accessed as a result of the proposed project, program, or service? 1000

*Describe job sites/employment centers that can be accessed as a result of the proposed project, program, or service. Funding from a foundation grant has helped create the Pureland East to West shuttle transporting residents to the largest industrial park on the east coast, the Pureland Industrial Park. Gloucester County provided buses as an investment for this foundation grant.

*Estimated number of job sites/employment centers that can be accessed as a result of the proposed project, program, or service. 10

*How many stops are within ¼ mile of employment centers that would not otherwise be reasonably accessible by transit (from the destinations served). 0

Performance Measure
*Estimated number of passenger one way trips annually.
**2500**

*Estimated cost/passenger trip.
**31**

---

**Project Funding**

*Are (will) fares be charged?
**NO**

*Attachment. Attach a fare policy which describes the different fares charged.

[View Attachment]

*Describe how donations are collected and if there is a suggested donation amount.
**Donation envelopes are available in vehicles for clients wishing to donate to the program. The initial letter that is sent out to new clients lists a $1 per ride in-county and $2 per ride out-of-county.**

*Describe local funding sources that the applicant has to be in a reimbursement request program such as NJ JARC.
**Gloucester County provides funding for many services provided to its residents. This has been an important part of the success of the transportation program for residents in need of transportation.**

*Attachment. Attach document for local funding sources.

[View Attachment]
*Do you have funding in reserves for reimbursable program?
YES

*Attachment. Attach your most recent audit or financial statement.

*Have you sent a copy to NJ TRANSIT in 2020?
NO

### Project Budget

<table>
<thead>
<tr>
<th>This Year Budget</th>
<th>Next Year Projected Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries/Fringe Benefits</strong></td>
<td><strong>Salaries/Fringe Benefits</strong></td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Administrative Salaries</strong></td>
<td><strong>Administrative Salaries</strong></td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Licenses and Registration</strong></td>
<td><strong>Licenses and Registration</strong></td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Third Party Contract Services</strong></td>
<td><strong>Third Party Contract Services</strong></td>
</tr>
<tr>
<td>$220,000</td>
<td>$220,000</td>
</tr>
</tbody>
</table>

*Maintenance & Repairs $0

*Materials Consumed $0.00

*Other $0

**Total Operating Expenses:** $220,000

*(--) Fares, Donations $0

**Net Operating Expenses:** $220,000

(-- 50% Local Match: $110,000

**Total Budget Request:** $110,000

---

---
Source Of Matching Funds

*Attachment. Document from funding source to verify the match.

Passenger Details

*Percentage of low-income individuals (150% of poverty level) in project service area.
20

Describe how this project assists LOW INCOME individuals.
The JARC Grant will enable Gloucester County DTS to continue to assist low-income and disabled residents for educational needs and work related opportunities.

*Percentage of zero-car households in project service area.
5

*Estimated percentage of your projected passenger trips which will be employment or training-related.
100

*Percentage of low-income individuals (150% of poverty level) in the project’s broader area of impact (Metropolitan Statistical Area or county).
11

Indicate source of data and method of calculating above percentages.
2018 SAIFE Estimates, Median Household Income, Persons in PRoverty, Below Poverty; American Fact Finder, 3 year estimate (selected housing characteristics); DTS Estimate - client records for total transportation through county and grant funding; ACS 2018, Individuals below level/poverty status.
Attachments

*Attachment. Application Cover Letter.

View Attachment

*Attachment. Service Area Map.

View Attachment

*Is this project mentioned in current coordination plan?

YES

*Attachment. Letter from County Lead for coordination.

View Attachment

*Are you current stakeholder?

YES
*Attachment. Letter to County Lead for coordination.


*Attachment. Vehicle Fleet.

*Attachment. Project Contacts.

*Attachment. Project Personnel and Organizational Chart.
*Attachment. Application Resolution.


*Attachment. Current audit or certified financial statement.

*Attachment. Snapshot showing where the service is advertised.

*Attachment. Snapshot of the website indicating Title VI, ADA, and notice that bus service is open to the general public.
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DUI CHECKPOINT/SATURATION PATROL GRANT FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $130,000.00

WHEREAS, the County of Gloucester through the Prosecutor’s Office seeks to submit a grant application with the New Jersey Division of Highway Traffic Safety, and to accept funds from the DUI Sobriety Checkpoint and Saturation Patrols Grant, which will be used, among other things, to fund the overtime pay of municipal law enforcement officers while conducting DUI sobriety checkpoints and increasing patrols throughout Gloucester County, during select times of the year, in an effort to actively combat DWI offenses and promote public awareness; and

WHEREAS, the Prosecutor’s Office has reviewed all the data supplied in the application and in 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 grant 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 grant application and any resulting agreement with the New Jersey Division of Highway Traffic Safety is hereby authorized for the Driving Under the Influence Sobriety Checkpoint and Saturation Patrols Grant for $130,000.00, for the term October 1, 2022 to September 30, 2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds awarded and confirms that they will be used pursuant to the terms of the grant, and that the Gloucester County Prosecutor’s Office shall be responsible for grant implementation in accordance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

_______________________________
LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: April 20, 2022

1. TYPE OF GRANT
   _____ NEW GRANT  _____ RENEWAL

2. GRANT TITLE: GloCo HSTF DUI Checkpoint/Saturation Patrol Grant

3. GRANT TERM: FROM: 10/01/2022 TO: 09/30/2023

4. DATE APPLICATION DUE TO GRANTOR: April 22, 2022

5. CFDA NUMBER: ____________________________

6. STATE GRANT NUMBER: FED-2023-Gloucester County-00202

7. COUNTY DEPARTMENT: Prosecutor's Office

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 856-384-5635

9. NAME OF FUNDING AGENCY: NJ Division of Law and Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To conduct at least six (6) DWI checkpoints and two (2) saturation patrols by utilizing experienced police officers in coordinated effort to combat impaired driving. Publicly promote and advertise the details to educating the public.

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 $ 130,000.00
   CASH MATCH $ ____________
   IN-KIND MATCH $ ____________
   (Attached Documentation)
   TOTAL PROGRAM BUDGET $ 130,000.00
   (Attach Documentation)
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ ______________________

TOTAL OTHER EXPENSES (b): $ 130,000.00

TOTAL FRINGE (c): $ ______________________

TOTAL PROGRAM COST (d): $ ______________________

TOTAL GRANT FUNDING (e): $ 130,000.00

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.
HTS Federal Highway Safety Grant 2023
Organization: Gloucester County

General Information

Applicant Agency: Gloucester County
Project Title: Gloucester County Highway Safety Taskforce DUI Checkpoint / Saturation Patrol Grant
Federal Tax ID #: 216000060
D-U-N-S Number: 957362247
CCR Registered?: (✓) Yes ( ) No For information regarding CCR Registration click here.

Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 - September 30).

Project Period
From 10/1/2022 To 9/30/2023

Type of Application
( ) Initial (✓) Cont. ( ) Year 2 ( ) Year 3

Is the applicant organization non-profit? (✓) No ( ) Yes

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?
( ) Yes (✓) No
Problem Statement
Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

See attached problem statement

Click the Browse button to add Problem Statement attachments.

Objectives
Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective
To reduce the percentage of impaired driving related fatal crashes to less than 25% of the total fatalities, and a reduction of 5% of all injury crashes and 10% of property damage crashes.
Click the Browse button to add Objectives attachments.

Tasks
Increase quantity and quality of DWI traffic enforcement countywide
Decrease impact of DUI enforcement on municipal budgets
Promote public awareness of DUI and traffic safety concerns

Activities
Conduct DWI checkpoints and saturation patrols in a coordinated effort to combat impaired driving in Gloucester County. Publicly promote and advertise the details to educate the motoring public about the dangers of drinking and driving.

Objective
To conduct at least 6 DWI checkpoints and 2 Saturation Patrols as a regular form of DUI enforcement activity within the county, by utilizing experienced police officers to perform enforcement tasks at a pay rate of $70 per hour (including holidays).
Click the Browse button to add Objectives attachments.

Tasks
Coordinate with towns to schedule the details

Activities
Conduct at least 6 DWI Checkpoints and 2 saturation patrol details.
Objective

Assist in the coordination of the holiday “Drive Sober or Get Pulled Over” saturation patrol mobilization by providing funding for municipalities to conduct DWI patrols at a pay rate of $70 per hour.
Click the Browse button to add Objectives attachments.

Tasks
Coordinate with municipalities to conduct the patrols
Report data to the Division of Highway Safety

Activities
Conduct two mobilizations (Thanksgiving-Christmas and Labor Day), funded at $45,000 each to conduct county-wide enforcement.

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY
DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE
COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT FROM OCTOBER 1,
2022 TO SEPTEMBER 30, 2023 FOR $56,000.00

WHEREAS, the County of Gloucester through the Prosecutor’s Office seeks to submit a
grant application with the New Jersey Division of Highway Traffic Safety, and to accept funds
from the Comprehensive Traffic Safety Program (CTSP) Grant, which will be used to conduct
public awareness campaigns and attend health, safety and educational events in an effort to
reduce the number of serious and fatal motor vehicle accidents that occur in the County; and

WHEREAS, the Prosecutor’s Office has reviewed all the data supplied in the application
and in 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 grant 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 grant application and any resulting agreement with the New
Jersey Division of Highway Traffic Safety is hereby authorized for the Comprehensive Traffic
Safety Program (CTSP) Grant for $56,000.00, for the term October 1, 2022 to September 30,
2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby
accepts the funds awarded and confirms that they will be used pursuant to the terms of the grant,
and that the Gloucester County Prosecutor’s Office shall be responsible for grant implementation
in accordance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: April 20, 2022

1. TYPE OF GRANT
   ______ NEW GRANT
   ______ RENEWAL

2. GRANT TITLE: GloCo Highway Safety Taskforce Comprehensive Traffic Safety

3. GRANT TERM: FROM: 10/01/2022 TO: 09/30/2023

4. DATE APPLICATION DUE TO GRANTOR: 4/22/2022

5. CFDA NUMBER: __________________________

6. STATE GRANT NUMBER: PED-2023-Gloucester County-00190

7. COUNTY DEPARTMENT: Prosecutor's Office

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 856-384-5635

9. NAME OF FUNDING AGENCY: NJ Department of Law and Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Compile crash data from all 24 municipalities to reduce crashes; decrease fatalities sustained while seatbelts not in use following Click It or Ticket; reduce fatal crashes involving alcohol; reduce number of pedestrian fatalities; decrease the number of crashes involving speed and other aggressive driving factors.

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 $ 56,000.00
   CASH MATCH $ ___________ (Attach Documentation)
   IN-KIND MATCH $ ___________ (Attached Documentation)

   TOTAL PROGRAM BUDGET $56,000.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ ____________________________

TOTAL OTHER EXPENSES (b): $ 56,000 _______________________

TOTAL FRINGE (c): $ ________________________________

TOTAL PROGRAM COST (d): $ ___________________________

TOTAL GRANT FUNDING (e): $ 56,000 ______________________

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.
Applicant Agency: Gloucester County

Project Title: Gloucester County Highway Safety Taskforce Comprehensive Traffic Safety Program

Federal Tax ID #: 216000660

D-U-N-S Number: 957362247

CCR Registered?: (✓) Yes ( ) No

For information regarding CCR Registration, click here.

Final financial claim due October 31.
Project period must be within current federal fiscal year (October 1 - September 30).

Project Period
From 10/1/2022 To 9/30/2023

Type of Application
( ) Initial (✓) Cont. ( ) Year 2 ( ) Year 3

Is the applicant organization non-profit? (✓) Yes ( ) No

Are you a New Jersey State Agency (e.g. Division of State Police, Department of Community Affairs)?
( ) Yes (✓) No
Project Director
Prefix: Sergeant
First Name: Nicholas
Last Name: Schock
Title: Detective
Address 1: PO Box 623
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-384-5635 ext.
E-Mail: nschock@co.gloucester.nj.us

Financial Director
Prefix: Mrs.
First Name: Tracey
Last Name: Giordano
Title: Treasurer
Address 1: PO Box 337
City: Woodbury
State: New Jersey
Zip: 08096
Phone: 856-853-3353 ext.
E-Mail: tgiordano@co.gloucester.nj.us

Only Finance Officers or their designee(s) are authorized to certify SAGE grant applications and subsequent reimbursement requests. To name an authorized designee the CFO/Finance Officer must notify DHTS in writing with the name of the designee(s). Letters with this designation can be attached here. NOTE: An authorized designee(s) must be from the agencies finance office and cannot be the same person as the grant's Project Director.

Authorizing Official
Prefix: Mr.
First Name: Robert
Last Name: Damminger
Title: Commissioner Director
Address 1: PO Box 337
City: Woodbury
State: New Jersey
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DISTRACTED DRIVING CRACKDOWN GRANT FROM APRIL 1, 2023 TO APRIL 30, 2023 FOR $70,000.00

WHEREAS, the County of Gloucester through the Prosecutor’s Office seeks to submit a grant application with the New Jersey Division of Highway Traffic Safety, and to accept funds from the Distracted Driving Crackdown Grant, which will be used for the reimbursement of overtime costs for officers of selected municipalities conducting roving patrols and fixed checkpoints to reduce distracted driving throughout the County; and

WHEREAS, the Prosecutor’s Office has reviewed all the data supplied in the application and in 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 grant 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 grant application and any resulting agreement with the New Jersey Division of Highway Traffic Safety is hereby authorized for the Distracted Driving Crackdown Grant for $70,000.00, for the term April 1, 2023 to April 30, 2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds awarded and confirms that they will be used pursuant to the terms of the grant, and that the Gloucester County Prosecutor’s Office shall be responsible for grant implementation in accordance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: April 20, 2022

1. TYPE OF GRANT
   _____ NEW GRANT   ___ RENEWAL

2. GRANT TITLE: GloCo HSTF 2023 Distracted Driving Crackdown: U Drive, U Text, U Pay.

3. GRANT TERM: FROM: 04/01/2023 TO: 04/30/2023

4. DATE APPLICATION DUE TO GRANTOR: April 22, 2022

5. CFDA NUMBER: ________________________________

6. STATE GRANT NUMBER: FED-2023-Gloucester County-00202

7. COUNTY DEPARTMENT: Prosecutor's Office

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 856-384-5635

9. NAME OF FUNDING AGENCY: NJ Department of Law and Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): April is Nat'l Distracted Driving Month. Police Officers will conduct special enforcement patrols targeting distracted drivers during the month of April.

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   $ 70,000.00

   CASH MATCH   $__________

   IN-KIND MATCH $__________

   (Attached Documentation)

   TOTAL PROGRAM BUDGET $ 70,000.00
Only Finance Officers or their designee(s) are authorized to certify SAGE grant applications and subsequent reimbursement requests. To name an authorized designee the CFO/Finance Officer must notify DHTS in writing with the name of the designee(s). Letters with this designation can be attached here. NOTE: An authorized designee(s) must be from the agencies finance office and cannot be the same person as the grant's Project Director.
HTS Federal Highway Safety Grant 2023
Organization: Gloucester County

Contact Information

Zip: 08096
Phone: 856-853-3395 ext.
E-Mail: rdammingert@co.gloucester.nj.us
Problem Statement
Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

New Jersey experienced 590 motor vehicle fatalities in 2020 and 81,374 total injury crashes in 2019, the most recent years for which full data is available.

An analysis of these crashes identifies four key contributing circumstances that warrant intervention: Impaired Driving, Seat Belt use, Driver Distraction, and Speeding.

Based on a data driven process that has identified high crash locations in the four categories listed above, law enforcement agencies at the state, county, and municipal level will carry out sustained enforcement operations targeting these issues during the FY2023 grant year.

Distracted driving is any activity that diverts a person's attention away from the primary task of driving. All distractions endanger driver, passenger, and bystander safety. These distractions include:
- Texting
- Using a cell phone or smartphone
- Eating and drinking
- Talking to passengers
- Grooming
- Reading, including maps
- Using a navigation system
- Watching a video
- Adjusting a radio, CD player, or MP3 player

But, because using a hand held cell phone while driving to make calls or send text messages requires visual, manual, and cognitive attention from the driver, they are by far the most alarming distractions.

April is National Distracted Driver Month, which is a time to remind New Jersey motorists of the state's distracted driving laws, which include a ban on hand-held cell phone use and text messaging by all drivers and a ban on all cell phone use (hand held or hands free) by novice drivers.

From April 1-30, 2023, police officers, on an overtime basis, will conduct special enforcement patrols targeting distracted drivers. The patrols will consist of roving patrols and fixed checkpoints.

During the 2019 Distracted Driving Crackdown U Drive. U Text. U Pay, participating police agencies in the state issued 15,105 summonses for cell phone use/texting and 6,286 for careless driving.

Click the Browse button to add Problem Statement attachments.

Objectives
Describe objectives to be accomplished during the project. Objectives should be specific, clearly written,
measurable,
targeted to the problem identified, and time framed.

Objective

To reduce distracted driving crashes by 10% in Gloucester County from the five year average of 2018 to 2023 in FY2023.
Click the Browse button to add Objectives attachments.

Tasks
Enforcement activities will be conducted to achieve the above objective.
Educational and public awareness activities will be conducted in support of the above objective.

Activities
1. Budgeted enforcement overtime hours will be worked during FY2023 at the top crash locations in this county through individual officer details and multi-officer decoy details.
2. This agency will make every effort to publicize these activities and raise awareness about these important issues.
3. This agency will actively support other statewide traffic safety enforcement programs, whether grant funded or not, including "Click It or Ticket" and "Drive Sober or Get Pulled Over."

Objective

Click the Browse button to add Objectives attachments.

Tasks

Activities

Objective

Click the Browse button to add Objectives attachments.

Tasks
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE CLICK IT OR TICKET MOBILIZATION GRANT FROM MAY 1, 2023 TO JUNE 30, 2023 FOR $40,000.00.

WHEREAS, the County of Gloucester, through the Prosecutor’s Office seeks to submit a grant application with the New Jersey Division of Highway Traffic Safety, and to accept funds from the Click It or Ticket Mobilization Grant, which will provide reimbursement funding to selected municipalities for overtime expenses, and law enforcement officers will implement a targeted seat belt enforcement campaign to reduce the percentage of motorists and occupants who do not comply with the State’s seat belt laws; and

WHEREAS, the Prosecutor’s Office has reviewed all the data supplied in the application and in 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 grant 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 grant application and any resulting agreement with the New Jersey Division of Highway Traffic Safety is hereby authorized for the Click It or Ticket Mobilization Grant for $40,000.00, for the term May 1, 2023 to June 30, 2023; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds awarded and confirms that they will be used pursuant to the terms of the grant, and that the Gloucester County Prosecutor’s Office shall be responsible for grant implementation in accordance with all applicable regulations of the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: April 20, 2022

1. TYPE OF GRANT
   ______ NEW GRANT   ______ RENEWAL

2. GRANT TITLE: GloCo HSTF 2023 Click It or Ticket Mobilization

3. GRANT TERM: FROM: 05/01/2023 TO: 06/30/2023

4. DATE APPLICATION DUE TO GRANTOR: April 22, 2022

5. CFDA NUMBER: ________________________________

6. STATE GRANT NUMBER: FED-2023-Gloucester County-00197

7. COUNTY DEPARTMENT: Prosecutor’s Office

8. DEPT. CONTRACT PERSON & PHONE NO. Sgt. Nicholas Schock 856-384-5635

9. NAME OF FUNDING AGENCY: NJ Department of Law and Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Increase seatbelt usage through a targeted two-week seatbelt enforcement campaign from May 1 – June 30, 2023.

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 $ 40,000.00
   
   CASH MATCH $ ____________ (Attach Documentation)
   
   IN-KIND MATCH $ ____________ (Attached Documentation)

   TOTAL PROGRAM BUDGET $ 40,000.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ __________________________

TOTAL OTHER EXPENSES (b): $ 40,000.00

TOTAL FRINGE (c): $ __________________________

TOTAL PROGRAM COST (d): $ __________________________

TOTAL GRANT FUNDING (e): $ 40,000.00

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.
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE TERM JULY 1, 2019 TO JUNE 30, 2020 FOR $86,020.00

WHEREAS, the County of Gloucester, through the County Prosecutor’s Office seeks to submit a grant application with the New Jersey Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant Program, and to accept subaward number JAG-1-8TF-18 for funds in the amount of $86,020.00 the term July 1, 2019 to June 30, 2020, and

WHEREAS, the funds awarded will be used by the County’s Multi-jurisdictional Gangs, Guns and Narcotics Task Force to combat gang and narcotics activities within Gloucester County; and

WHEREAS, the County Prosecutor’s Office has reviewed all the data supplied in the grant application and in its attachments, and certified to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the grant 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 grant application and any resulting agreement with the New Jersey Division of Criminal Justice is hereby authorized for the Edward Byrne Memorial Justice Assistance Grant Program for funds to be used by the County’s Multi-jurisdictional Gangs, Guns and Narcotics Task Force; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts subaward number JAG-1-8TF-18 for $86,020.00 under the Federal grant program for the term July 1, 2019 to June 30, 2020, and that the County Prosecutor’s Office shall be responsible for grant implementation subject to the terms and guidelines set forth by the granting authority.

ADOPTED at a regular meeting of the Gloucester County Board of County Commissioners held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 4/27/2022

1. TYPE OF GRANT
   _____ NEW GRANT   x RENEWAL

2. GRANT TITLE: Gang, Gun, and Narcotics Task Force

3. GRANT TERM:  FROM: __7/1/19________ TO: __6/30/2020_________

4. DATE APPLICATION DUE TO GRANTOR:  5/16/2022

5. CFDA NUMBER:  16.738

6. STATE GRANT NUMBER:  JAG-RTF-18

7. COUNTY DEPARTMENT:  Prosecutor

8. DEPT. CONTRACT PERSON & PHONE NO.  Steve Ingram 224-8224

9. NAME OF FUNDING AGENCY:  NJ Dept of Law & Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): These funds will provide equipment to support the GGNTF unit of the Prosecutor’s office

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    $ 86,020.00
   CASH MATCH    $____________
   IN-KIND MATCH $____________
   (Attached Documentation)
   TOTAL PROGRAM BUDGET $86,020.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

   TOTAL SALARY & WAGES (a): $ __________________________
   TOTAL OTHER EXPENSES (b): $ 86,020.00
   TOTAL FRINGE (c): $ __________________________
   TOTAL PROGRAM COST (d): $ __________________________
   TOTAL GRANT FUNDING (e): $ 86,020.00
   TOTAL COUNTY FUNDING (f): $ __________________________

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-GRAANTEES.
March 9, 2022

Honorable Christine Hoffman
Acting Gloucester County Prosecutor
Criminal Justice Complex
70 Hunter Street, P.O. Box 623
Woodbury, New Jersey 08096-4606

Re: Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Subaward Number: JAG 1-8TF-18

Dear Acting Prosecutor Hoffman:

The Office of the Attorney General is accepting grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The State's plan has included funding to continue to support the Multi-Jurisdictional County Gang, Gun, and Narcotics Task Forces.

Your federal subgrant will be in the amount of $86,020.00 and is scheduled to run for twelve months, from July 1, 2019 through June 30, 2020. Please refer to the Program Guidelines regarding the allocation of salary and fringe benefits on the budget detail form. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed. All required reports for your previous grant must be current and on file with the Grant Operations Section prior to the start of your continuation grant.

Your federal award amount was determined by a formula, which provides each county with $25,000, plus an additional amount based on your county's 2017 Uniform Crime Report statistics and corresponding weights:

- Population (10%)
- Violent Offense (70%)
- Drug Distribution Arrests (20%)
A JAG application/award package has been emailed to Patti Reid, Office Manager. Please ensure that all items on the application checklist are completed that includes the award documents prior to submitting your application/award package. The completed package must be submitted electronically to the Grant Operations Unit by April 17, 2022. Please send your completed documents via email to Grants@njsta.gov and cc GriffisE@njdoi.org.

Federal funding for criminal justice assistance remains uncertain. Kindly review your budget carefully and identify alternate sources of funding to support future projects.

For further assistance in preparing your application/award package or if you have any questions, please contact Elizabeth Griffis at (609) 376-2433.

Very truly yours,

William H. Cranford

William H. Cranford, Chief Administrative Officer
Office of the Attorney General
Division of Administration
Department of Law & Public Safety

c: Tracey Giordano, Chief Financial Officer
   Patti Reid, Office Manager
   Jessica Guglich, Grants Manager
   Devon Henry, Administrative Analyst (PMT)
   Uniquea Antley, Administrative Assistant
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture</td>
<td>First floor briefing and multi-purpose area</td>
<td>10,000</td>
</tr>
<tr>
<td>Backpack</td>
<td>(9) Vertx Ready Pack 2.0 (price per item $150)</td>
<td>1350</td>
</tr>
<tr>
<td>Smart TVs</td>
<td>(3) 55&quot; Samsung Smart TV's (price per item $700)</td>
<td>2100</td>
</tr>
<tr>
<td>TV Wall Mount</td>
<td>(3) Sanus Advanced Tilt wall Mount (price per item $170)</td>
<td>510</td>
</tr>
<tr>
<td>Pole Camera</td>
<td>(2) Surveillance Pole Cameras (price per item $15,000)</td>
<td>3000</td>
</tr>
<tr>
<td>Automatic License Plate Reader</td>
<td>Yamaha Viking VI EPS Ranch. For accessing remote locations where clandestine labs are set up in deep wooded hard to reach areas.</td>
<td>16000</td>
</tr>
<tr>
<td>Kinetic Breach Gun</td>
<td>Mechanical breaching tool for GGN Entry Team</td>
<td>30500</td>
</tr>
<tr>
<td>Computers</td>
<td>(3) computers, (3) additional monitors, (3) external dvd drives (all for the Assistant Prosecutors)</td>
<td>6500</td>
</tr>
<tr>
<td>Smart Bug</td>
<td>Smart Bug phone covert transmission/recording used for undercover operations</td>
<td>5000</td>
</tr>
<tr>
<td>GGN Entry Team</td>
<td>Uniforms and Equipment</td>
<td>4000</td>
</tr>
<tr>
<td>High resolution paper</td>
<td></td>
<td>60</td>
</tr>
</tbody>
</table>

**Total:** 86,020.00
RESOLUTION AUTHORIZING PURCHASES FROM ARAMSCO, INC.
VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $37,572.90

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, the County of Gloucester has a need for gas masks and other personal protective equipment, parts, and accessories as needed by the County Sheriff’s Department; and

WHEREAS, it has been determined that the County can purchase said equipment from Aramsco, Inc. of 1480 Grandview Avenue, P.O. Box 29, Thorofare, NJ 08086 via State Contract Number 17-FLEET-00729, for a total amount of $37,572.90; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-03492, which amount(s) 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 purchases from Aramsco, Inc. via State Contract Number 17-FLEET-00729 are hereby authorized for gas masks and other personal protection equipment, parts and accessories, for a total amount of $37,572.90; and

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 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

**SHIP TO**

GLOUC. CO SHERIFF'S OFFICE  
70 HUNTER STREET, JAIL SIDE  
WOODBURY, NJ 08096  
856-384-4600

**VENDOR #: ARAMSO10**

ARAMSCO  
1480 GRANDVIEW AVE  
PO BOX 29  
THOROFARE, NJ 08086  
PATTI OR HOLLY

**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>
| 150.00   | GAS MASK & ACCESSORIES  
ITEM: 52686  
DESCRIPTION: MSA 10046570 CBRN CANISTER FOR MILLENNIUM/ULTRA ELITE MASK | 2-01-44-903-001-20204 Other Equipment | 88.82 | 13,323.00 |
| 21.00    | GAS MASK BAGS  
ITEM: 44014  
DESCRIPTION: DELUXE UNIVERSAL GAS MASK BAG | 2-01-44-903-001-20204 Other Equipment | 50.00 | 1,050.00 |
| 5.00     | SMALL MASKS  
ITEM: 52816  
DESCRIPTION: MSA 10051286 - SM MILLENNIUM CBRN GAS MASK W/O CANISTER, SIZE SMALL | 2-01-44-903-001-20204 Other Equipment | 682.35 | 3,411.75 |
| 8.00     | MEDIUM MASKS  
ITEM: 52817  
DESCRIPTION: 10051287 - MD MILLENNIUM CBRN GAS MASK W/O CANISTER, SZE MEDIUM | 2-01-44-903-001-20204 Other Equipment | 682.35 | 5,458.80 |
| 21.00    | LARGE MASKS  
ITEM: 52818  
DESCRIPTION: MSA 10051288 - LG MILLENNIUM CBRN GAS MASK W/O CANISTER, SIZE LARGE | 2-01-44-903-001-20204 Other Equipment | 682.35 | 14,329.35 |

**TOTAL** | 37,572.90

---

**CLAIMANT'S CERTIFICATE & DECLARATION**

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

X

VENDOR SIGN HERE  
DATE

---

**RECIPIENT'S CERTIFICATION**

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

---

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

---

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE 2023 CHILD PASSENGER SAFETY EDUCATION GRANT FOR THE TERM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $24,500.00

WHEREAS, the County of Gloucester, through the Sheriff’s Department seeks to submit a grant application with the New Jersey Division of Highway Traffic Safety for the 2023 Child Passenger Safety Education Grant, for the term October 1, 2022 to September 30, 2023 for $24,500.00; and

WHEREAS, the funds awarded will be used to instruct parents and caregivers of the importance of the proper selection, installation and use of child safety seats; and

WHEREAS, the County Sheriff’s Department has reviewed all the data supplied in the grant application and in its attachments, and certified to the Board of County Commissioners that all data contained therein is true and correct and that it has submitted the grant 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 grant application and any resulting agreement with the New Jersey Division of Highway Traffic Safety is hereby authorized for the 2023 Child Passenger Safety Education Grant, for the term October 1, 2022 to September 30, 2023 for $24,500.00; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the grant funds awarded and confirms that they will be used for the purposes set forth in the application, and that the County Prosecutor’s Office shall be responsible for grant implementation in accordance with all regulations issued by the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 04/25/22

1. TYPE OF GRANT
   ___ NEW GRANT      ___ RENEWAL

2. GRANT TITLE: 2023 Child Passenger Safety

3. GRANT TERM: FROM: 10/01/22 TO: 09/30/23

4. DATE APPLICATION DUE TO GRANTOR: 04/30/22

5. CFDA NUMBER: 20.616

6. STATE GRANT NUMBER: 00168

7. COUNTY DEPARTMENT: Sheriff

8. DEPT. CONTRACT PERSON & PHONE NO. Jessica Buenzle (856) 384-4604

9. NAME OF FUNDING AGENCY: NJDHTS

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Apply for continued funds from the NJDHTS for 2023. Occupant protection education & enforcement program in the amount of $24,500.00 for the grant term of 10/01/22 through 09/30/23.

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   $ 24,500.00

   CASH MATCH    $ ___________ (Attach Documentation)

   IN-KIND MATCH $0.00

   TOTAL PROGRAM BUDGET $24,500.00
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $21,000.00
TOTAL OTHER EXPENSES (b): $3,500.00
TOTAL FRINGE (c): $
TOTAL PROGRAM COST (d): $
TOTAL GRANT FUNDING (e): $24,500.00
TOTAL COUNTY FUNDING (f): $

DEPT. HEAD: [Signature]
Jonathan M. Sammons, Sheriff

DATE: 04-25-22

***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.
Problem Statement
Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

Gloucester County has 24 municipalities within its borders. It is a total of 329 square miles with a total of 2,032 total miles of road. Total population of over 300,000. County has 410 miles of county highway roads. In 2014 Gloucester County had 30 fatal accidents, 8 were pedestrian related.

The objectives that the Office of the Sheriff is attempting to reach caregivers, whether it be parent, grandparents or caregiver of the child or children being transported in vehicles be safely transported to their destinations. Also to target the schools in getting the message that the Child Safety Seats are very important and that the children wear them and wear them properly to prevent injuries.

Educating the caregivers in the selection of the proper child safety seat and the installation for each situation. Whether is be a convertible seat, front facing, rear facing or booster seat. The right seat must fit the child and the circumstances of the child being transported. It is a proven fact that children restrained into child safety seats properly withstand vehicle crashes better and save lives with limited injuries.

It is a proven fact more that 2,000 unbuckled drivers have died and approximately 700 unbuckled drivers and front seat passengers have been ejected from the vehicles and killed in the past 10 years. This is why it is important to stress the importance of buckling up using child safety seats to protect lives.

Our office holds Child Safety Seat Checks at the County Store, along with the scheduling of events throughout the county to ensure the installations are correct. Our officers assist the parents in the proper installations, by instructing the caregiver to read the owners manual of the vehicle along with the child safety seat instructions. Each vehicle and system can vary on the installation, that is why it is important that both instructions and vehicle manual are used in the installations.

Click the Browse button to add Problem Statement attachments.

Objectives
Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective
Having our officers instruct and oversee the parents and caregivers on the proper fitting and installations of the child safety seats. By instruction this should educate and inform the public of the importance of the use of the
child safety seat.
Click the Browse button to add Objectives attachments.

**Tasks**
Program Management

**Activities**
The Office of the Sheriff will hold Child Safety Seat Checks at our County Store the first and third Saturday of each month. Our office also has activities scheduled at the County’s Annual 4-H Fair, which consists of providing information and hands on instruction in the proper installation of Child Safety Seats. We participate in the Child Safety Seat Checks held at the Target Department Stores. This activity reaches many people and we are able to get our message to a larger spectrum of the county’s population. We participate at the Deptford Day Celebration, and any other school or community events when we are requested. Our office will replace seats to parents or caregivers that either have a car seat that does not fit the child or has been recalled, if they do not have one, or can not afford a seat. We also when invited go to the elementary schools in the area to educate and instruct the children on the safety of using the child safety seats and seat belts.

**Objective**
The Gloucester County Office of the Sheriff will teach and enforce Child Passenger Safety laws, regulations, and policies to provide clear guidance to the motoring public concerning motor vehicle occupant protection systems.
Click the Browse button to add Objectives attachments.

**Tasks**
Legislation, Regulation, and Policy

**Activities**
By leading by example, the wearing of seat belts, by hosting events explaining the importance of child safety seats and the proper usage by all. The Office of the Sheriff holds Child Safety Seat Checks twice a month on the first and third Saturday of each month held at the County Store. Enforcement of the law requiring children under the age of 8 years or 80 pounds to be in a child safety seat or booster. Also educating the enforcement of large children under 8 who weigh in excess of 80 pounds that they must wear a seat belt anywhere in the vehicle. If by chance there is not a back seat to the vehicle a child safety or booster seat must be placed in the front seat. No rear facing child safety seat should be used in the front seat. Any passengers 8 to 18 regardless of weight must wear a seat belt anywhere in the vehicle.
vehicle. (NJS 39:3-76.2) By having events at the schools to educate the children on the reasons why they need to wear the seat belt or be in a child safety seat.

Objective

Office of the Sheriff of Gloucester County will enforce the seat belt and child safety seats to help prevent injury and death to our children and adults within our county. To educate and inform the general public in the safety of using seatbelts.

Click the Browse button to add Objectives attachments.

Tasks

Enforcement Program

Activities

Public information and educational displays to inform the public about the use of occupant protection law and related enforcement activities. To arrange Child Safety Seat Check Points at the local schools, preschools and county store. Provide activities to show the 5 to 7 year old children that wearing a seat belt or being in a child booster seat can save their lives if they were to be involved in a crash.

Objective

Make the public aware of the dangers of getting into a vehicle without the proper restraint. How a child safety seat, booster, or seat belt can make the difference in whether you die in a crash or just sustain a small injury.

Click the Browse button to add Objectives attachments.

Tasks

Public Information and Education Program

Activities

Increase awareness of the use of the child safety seats and seat belts in the vehicles. Get the information to the pre-schools, and early education programs for the proper use of child safety seat use, and the elementary schools for the booster and seat belt awareness. Show the consequences of non use of the child safety seats and seat belts. Schedule a child safety seat demonstration on the proper installations on different vehicles. As not all child safety seats are installed the same. The child safety seat has a manual and instructions. Vehicles also have instructions on the safest and best location in each vehicle.

Objective
In 2016 during the 2 week Click it or Ticket campaign Gloucester County issued 820 seatbelt/child restraint approximately a little more than 3%. Participation and enforcement is a must to achieve significant, lasting increases in usage.

Click the Browse button to add Objectives attachments.

**Tasks**
Increase Enforcement of Child Restraint Law, Assistance to low-income households, Demonstrations of

**Activities**
Our office will continue educating the general public on the Enforcement of Child Safety Restraints and their importance.
The issuing of warnings for non-compliance of the usage Child Safety Seats.
Issuing ticket citations for those are in non-compliance of the law.
Provide child safety seats for the low income groups and persons of necessity.
Grandparents who have now become caregivers for young children.
Child Safety Seat Inspection checks held at local events, 4-H Fair, County Health Fair, and Senior Held Events.

**Objective**
Assist Mantua Twp Police Department with obtaining monies through the Gloucester County Sheriff’s Office.
Manage the monies allocated specifically for Mantua Twp Police officer’s seat checks.
Click the Browse button to add Objectives attachments.

**Tasks**
Program Management

**Activities**
Mantua Twp Police Department will offer safety seat checks once a month. They will also instruct when needed.

**Objective**

Click the Browse button to add Objectives attachments.

**Tasks**
RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 01 TO INCREASE THE CONTRACT WITH PETER LUMBER COMPANY

WHEREAS, a contract for the provision of composite decking material for use at County facilities as per PD-22-015 was previously awarded to Peter Lumber Company as the sole responsive and responsible bidder for $47,628.40, from notification to proceed until delivery; and

WHEREAS, Peter A. Scirrotto, Superintendent of the Department of Buildings and Grounds has recommended Change Order Number 01 for additional materials required for decking projects at various County buildings, thereby increasing the contract by $8,649.67, resulting in a new contract amount of $56,278.07; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-03709, to 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 of the Board, is authorized to execute and the Clerk of the Board is directed to attest to the execution of Change Order Number 01 to increase the contract with Peter Lumber Company by $8,649.67, resulting in a new total contract amount of $56,278.07.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 11, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
### QUOTE

**2204-227095**

**Page 1 of 1**

**SOLD TO**

COUNTY OF GLOUCESTER 99
SHADY LANE COMPLEX
254 COUNTY HOUSE ROAD
CLARKSBORO NJ 08020

**JOB ADDRESS**

Bogey Change Order Quote
NJ 08020
856-251-6700

**ACCOUNT**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>JOB</th>
</tr>
</thead>
<tbody>
<tr>
<td>140825</td>
<td>0</td>
</tr>
</tbody>
</table>

**JOB ENTRY**

<table>
<thead>
<tr>
<th>CREATED ON</th>
<th>EXPIRES ON</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/29/2022</td>
<td>05/03/2022</td>
</tr>
</tbody>
</table>

**BRANCH**

1400

**SALESPERSON**

ALEX

**CASHIER**

ALEX

**STATION**

PTT3

**REGULAR STORE HOURS RETURN!**
**MONDAY-FRIDAY 7-4**
**SATURDAY 8-12**

### Item List

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>D</th>
<th>Quantity</th>
<th>U/M</th>
<th>Price</th>
<th>Per</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOT25660-000</td>
<td>Sea Salt Gray Decking 16 ft grooved</td>
<td>75</td>
<td>EA</td>
<td></td>
<td>52.0000</td>
<td>EA</td>
<td>3,900.00</td>
</tr>
<tr>
<td>SOT25660-000</td>
<td>1000 Sq Ft Conceal Lock and Screws</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>990.0000</td>
<td>EA</td>
<td>990.00</td>
</tr>
<tr>
<td>18KLEER</td>
<td>1X8-18 KLEER PVC WHITE</td>
<td>5</td>
<td>PC</td>
<td></td>
<td>3.8500</td>
<td>LF</td>
<td>346.50</td>
</tr>
<tr>
<td>112KLEER</td>
<td>1X12-18 KLEER PVC WHITE</td>
<td>3</td>
<td>PC</td>
<td></td>
<td>5.9700</td>
<td>LF</td>
<td>322.38</td>
</tr>
<tr>
<td>384KLEER</td>
<td>4X8-3/8 KLEER PVC PANEL</td>
<td>1</td>
<td>PC</td>
<td></td>
<td>97.8700</td>
<td>PC</td>
<td>97.87</td>
</tr>
<tr>
<td>16KLEER</td>
<td>1X6-18 KLEER PVC WHITE</td>
<td>12</td>
<td>PC</td>
<td></td>
<td>2.9200</td>
<td>LF</td>
<td>630.72</td>
</tr>
<tr>
<td>112KLEER</td>
<td>1X12-18 KLEER PVC WHITE</td>
<td>10</td>
<td>PC</td>
<td></td>
<td>5.9700</td>
<td>LF</td>
<td>1,074.60</td>
</tr>
<tr>
<td>SOT25660-001</td>
<td>5164</td>
<td>10</td>
<td>EA</td>
<td></td>
<td>15.0000</td>
<td>EA</td>
<td>150.00</td>
</tr>
<tr>
<td>2816A</td>
<td>2X8-16 #1 SP GROUND CONTACT MICROPRO COPPER QUATENARY</td>
<td>30</td>
<td>PC</td>
<td></td>
<td>2.3700</td>
<td>LF</td>
<td>1,137.60</td>
</tr>
</tbody>
</table>

**All claims and returns must be accompanied by this invoice. Returned goods are subject to a 20% handling charge. No returns allowed on custom orders. Delinquent accounts subject to a 1 1/2% interest charge. Annual percentage rate will not exceed 18%.**

**EXE 0.00%**

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>8,649.67</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td>8,649.67</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00/EA</td>
<td>CHANGE ORDER #1</td>
<td>T-03-08-509-371-20530</td>
<td>8,649.6700</td>
<td>8,649.67</td>
</tr>
<tr>
<td></td>
<td>PD 22-015 PASS VIA RESO 4/6/2022</td>
<td>Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ORG CONTRACT AMOUNT $ 47,628.40</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CHANGE ORDER $ 8,649.57</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW CONTRACT TOTAL $ 56,278.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>THIS IS A CAF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>8,649.67</strong></td>
</tr>
</tbody>
</table>

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

VENDOR SIGN HERE

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

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

TREASURER / CFO

QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC. FROM APRIL 1, 2022 TO MARCH 31, 2023 IN AN AMOUNT NOT TO EXCEED $24,000.00

WHEREAS, the County has a need to contract for the purchase of maintenance for the CBS-Bluestone Probate System and server connections for the Gloucester County Surrogate’s Office; and

WHEREAS, the Gloucester County Surrogate’s Office has recommended that said services be provided by County Business Systems, Inc., 11 Penns Trail, Suite 400, Newtown, PA 18940; and

WHEREAS, the contract is for an amount not to exceed $24,000.00, from April 1, 2022 to March 31, 2023; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond December 31, 2022 is conditioned upon the approval of the 2023 Gloucester County Budget.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with County Business Systems, Inc. for the purchase of maintenance for the CBS-Bluestone Probate System and server connections for the Gloucester County Surrogate's Office, from April 1, 2022 to March 31, 2023, in an amount not to exceed $24,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 11, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COUNTY BUSINESS SYSTEMS, INC.

THIS CONTRACT is made effective the 11th day of May, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and COUNTY BUSINESS SYSTEMS, INC., with a mailing address of 11 Penns Trail, Suite 400, Newtown, Pennsylvania 18940, hereinafter referred to as "Vendor".

RE bâtals

WHEREAS, the County has a need to contract for the purchase of maintenance and other services for the CBS-Bluestone Probate System and server connections for the Gloucester County Surrogate’s Office; and

WHEREAS, the supplies and services related to this contract are proprietary in nature and are integrally related to existing computer systems in the County and are an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for the period of one year, from April 1, 2022 to March 31, 2023.

2. COMPENSATION. Vendor shall be compensated in an amount not to exceed $24,000.00, as per Vendor’s Maintenance Service Agreement, dated April 1, 2022, attached hereto as Attachment A.

   It is agreed between the parties hereto that this is an open-ended contract, thereby requiring the County to use Vendor’s services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.
Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor’s Maintenance Service Agreement, dated April 1, 2022, attached hereto as Attachment A, which is incorporated herein in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

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

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

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

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

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, 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 to the County from the Vendor is determined. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document and Vendor’s Maintenance Service Agreement, dated April 1, 2022. If there is a conflict between this Contract and Attachment A, then this Contract shall control.

   **THIS CONTRACT** is made effective the 11th day of May, 2022.

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

   **ATTEST:**

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

   **ATTEST:**

   **COUNTY OF GLOUCESTER**

   **FRANK J. DIMARCO, DIRECTOR**

   **COUNTY BUSINESS SYSTEMS, INC.**

   **BY:**
   **TITLE:**
ATTACHMENT A
COUNTY BUSINESS SYSTEMS
MAINTENANCE SERVICE AGREEMENT

Customer Number: GC01
Contract Number: CBS28055-15

THIS AGREEMENT is made as of April 1, 2022, by and between County Business Systems, having its principal place of business at 11 Penns Trail, Suite 400, Newtown, PA 18940 ("CBS"), and Gloucester County Surrogate, a _____ State (check one) corporation partnership sole proprietorship government entity, having its principal place of business at 17 North Broad St., Woodbury, NJ 08096 ("Customer").

1. SERVICE

CBS agrees to provide maintenance and repair services for the hardware equipment ("Equipment") and associated software ("Software") listed in the Schedule of Maintenance Coverage ("Schedule A") collectively, such Equipment and Software is referred to as the "System", installed at 17 North Broad St., Woodbury, NJ 08096 (the "Premises"), as set forth below.

a) Hardware Maintenance Services: CBS shall, during the contracted period, furnish all parts and service necessary to maintain the System in good working order, or provide such other maintenance coverage specified in Schedule A. CBS shall dispatch service personnel to the Premises to perform necessary repairs, unless CBS is able to perform the repairs from a remote location. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of CBS.

b) Software Maintenance & Support Services: CBS shall, during the contracted period, furnish all service necessary to maintain the Software in good working order, or provide such other maintenance coverage specified in Schedule A. CBS will provide software support via remote access as part of this agreement. Customer agrees to provide internet and remote access to the System at its expense. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with CBS’s local prevailing hourly labor rates as described in Schedule B.

c) Training: User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

d) Remote Maintenance: CBS will provide software support via remote access for maintenance service agreement Customers at no charge. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with CBS’s local prevailing hourly labor rates with a two-hour minimum. Local prevailing hourly labor rates as described in Schedule B.

e) Response Time: When hardware on-site repairs are necessary, CBS shall respond during CBS service hours within 8 hours of CBS's receipt of Customer’s service request. For Software repair/support, CBS will respond during CBS service hours within 2 hours of CBS’s receipt of Customer’s service request. Unless otherwise defined in Schedule A, the service hours for CBS to provide routine maintenance and/or repair service for the System will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by CBS as holidays.

f) Non-Covered Service: CBS will attempt to respond to all requests for service. If service is provided outside CBS’s routine service hours weekdays from 8:30 AM to 5:00 PM (excluding Sundays and Holidays), labor for such non-covered service calls will be chargeable to Customer in accordance with CBS’s local prevailing hourly labor rates plus 50%. If service is provided on Sundays or Holidays, labor for such non-covered service calls will be chargeable to the Customer in accordance with CBS’s local prevailing hourly labor rates plus 100%. However, parts and other material costs will be covered even for after-hours service under this Agreement, unless excluded under Section 5 hereof, "Exclusions."
2. **TERM**

The term of this Agreement shall be one (1) year, commencing on April 1, 2022. Unless one party notifies the other of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be extended for an additional one (1) year period(s) ("extensions") conditioned upon County approval, * upon the same terms and conditions contained herein, except that CBS may adjust its service rates to conform to CBS's prevailing local service rates for the next extension. CBS shall furnish Customer with a written notice of any proposed increase in CBS's service rates for the next extension at least thirty (30) days prior to the anniversary date of the original agreement. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.

3. **SERVICE FEE**

(a) Customer agrees to pay a service fee of $23,296.60 in advance for the term of this Agreement. CBS reserves the right to adjust the yearly fee for extensions of this Agreement, as set forth in Section 2 hereof.

(b) If new or additional equipment is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.

(c) The service fee does not include federal, state, or local taxes which may be applicable, such taxes will be additional billable items, which Customer agrees to pay unless Customer provides CBS with appropriate tax exemption documentation.

(d) If Customer does not make timely payment to CBS of any amount payable under this Agreement, then in addition to the remedies available to CBS at law or equity or under other provisions of this Agreement, CBS may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. **EXCLUSIONS**

(a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, imaging units, or other items identified by the manufacturer as "consumables". This Agreement also will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment, (ii) Customer's unauthorized addition, movement, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than CBS or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by CBS, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by CBS at CBS's prevailing local rates for such services and/or materials.

(b) The Customer is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, or any and other environmental requirements described herein. The presence of asbestos, other hazardous materials or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and CBS shall be entitled to cease performance under this Agreement until such Hazards have been cured to CBS's satisfaction. Furthermore, Customer will indemnify and hold harmless CBS or its subcontractors or agents for harm caused by, or measures taken to deal with, such Hazards.

(c) The Customer is solely responsible for maintaining backup copies of programs, images, data and database files. Under no circumstances will CBS be liable for any loss of programs, images, data or database files or for the recovery of same.

5. **FORCE MAJEURE**

If CBS's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of CBS, CBS shall be excused from such performance until the abatement of such causes(s).
6. ACCESS

Customer agrees to provide full accessibility to the Premises for CBS's employees to perform services and will make available to CBS a reasonable amount of secure space for storage by CBS of such repair or maintenance parts as CBS deems necessary. For software support, Customer agrees to allow for secure, remote access to the System via internet-based tools such as WebEx or PCAnywhere.

7. COVENANT NOT-TO-HIRE

Customer agrees not to hire or attempt to hire employees of CBS during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of CBS. In the event of a breach of this covenant, the aggrieved party (CBS) shall be entitled to recover as liquidated damages and not as a penalty an amount equal to the employee's last year's salary.

8. TERMINATION

(a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.

(b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.

(c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.

(d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of CBS. CBS may assign this contract to any parent company, subsidiary, or affiliate of CBS, or in connection with the sale of substantially all of the assets of CBS, without Customer's consent.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey.

11. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

Customer: Gloucester County Surrogate
Address: 17 North Broad St.
Woodbury, NJ 08096
Facsimile: (856) 853-3311
Telephone: (856) 853-3440
Attention: Giuseppe Chila

Vendor: County Business Systems
Address: 11 Penns Trail, Suite 400
Newtown, PA 18940
Facsimile: (609) 935-0177
Telephone: (609) 935-0180
Attention: William M. Lennon
12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

13. COSTS

Non-prevailing party will pay all of prevailing party’s costs and expenses, including reasonable attorney’s and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

14. ENTIRE AGREEMENT

This Agreement, when executed by CBS and Customer, and approved by CBS, constitutes the entire agreement between CBS and Customer with regard to Customer’s service and maintenance by CBS. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of CBS and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, Customer and CBS have entered into this Agreement, as indicated by the signatures of their authorized representatives below.

Customer: ...........................................  County Business Systems

By: ..................................................  By: ..................................................

Print Name: ...........................................  Print Name: William M. Lennon

*Title: ..................................................  Title: President

Date: ..................................................

Date: ..................................................

*If Customer is a corporation, indicate the position or office held by the person signing this Agreement on the title line. If Customer is a partnership, the Agreement must be signed by all partners (or at least a “managing partner”) with the word “partnership” on the title line. If the Customer is an individual, insert the phrase “sole proprietor” on the title line.

SCHEDULE OF MAINTENANCE COVERAGE

Schedule A ("System")

CBS-Bluestone Probate System ........................................... $14,615.00 (4/1)

Including:
Base Probate Module
Integrated Adoptions Module
Integrated Minor Accounts Module
Integrated Cashiering Module

AX-3 (ApplicationXtender) Server Connections = $1,864.00 (6/22)
AX-1 (ApplicationXtender) Server Connection = $ 637.00
AXWX-5 (ApplicationXtender) Web Public Access Server Connections = $ 424.00
AX Total: $2,925.00

Microfilm Creation (est. 10 rolls with 59,500 images) ........................................... $2,975.00 (10/15)

Microfilm Storage (est. 244 rolls) ........................................... $2,781.60 (10/15)
Schedule B

Prevailing hourly labor rates are $215.00

Please note: PC Hardware (e.g., workstations, servers, monitors, SCSI and other interface cards) provided as part of an Imaging System Solution are not maintained by County Business Systems but must be supported by the Original Equipment Manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep the OEM Warranty and Support information available.

rev 1.22
POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION  
Contracting Agency: County of Gloucester

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

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

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

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount &quot;None&quot;</th>
<th>Recipient's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: County Business Systems Inc.
Signed: William M. Lennon Title: President
Print Name: William M. Lennon Date: 4/27/22

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

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

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

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

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

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

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.
BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: County Business Systems Inc.
Signed: ___________________________ Title: President
Print Name: William M. Lennon Date: 4/27/22

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

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

19:44A-20.9. Repayment of contribution

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

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

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