6:00 p.m. Wednesday, May 25, 2022

Call to Order
Salute to the Flag
Open Public Meetings Statement
Roll Call
Changes to the Agenda
Approval of the May 11, 2022 regular meeting minutes.

PROCLAMATIONS

P-1 Proclamation in honor of John Branca on his 100th Birthday (May 11, 2022). (Previously presented by Director DiMarco)

P-2 Proclamation proclaiming May 1 – May 7, 2022 as National Small Business Week in Gloucester County. (Previously presented by Deputy Director Simmons)

P-3 Proclamation in honor of United States Army Staff Sergeant Daniel Wang in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

P-4 Proclamation in honor of United States Marine Corps Gunnery Sergeant Michael J. Power in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

P-5 Proclamation in honor of United States Navy 2nd Class Petty Officer Matthew P. Brady in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

P-6 Proclamation in honor of United States Marine Corp. Reserve Corporal Godfrey M. Brown in appreciation for his service to our Country. (Previously presented by Director DiMarco on behalf of Commissioner DiCarlo)

P-7 Proclamation in honor of Amy Mansue, Rowan College of South Jersey’s Person of the Year. (Previously presented by Commissioner DiCarlo)

P-8 Proclamation proclaiming May 2022 as Older Americans Month. (Previously presented by Commissioner Jefferson).

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION
DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

A-1 RESOLUTION APPOINTING A MEMBER TO THE ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES.

This Resolution will appoint a member to the Rowan College of South Jersey Board of Trustees pursuant to N.J.S.A. 18A:64A-8.

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:
• **High Intensity Drug Trafficking Area (HIDTA)** - $177,000.00. These funds will be used to support the HIDTA task force whose purpose is to disrupt and dismantle Drug Trafficking Organizations (DTOs) with direct nexus to Gloucester County, and focus efforts on opioid death reduction.

• **FFY21 Hazardous Materials Emergency Preparedness Planning and Training Grant Program** - $19,300.00. This program provides Federal funding that will be used to conduct training classes that would assist Gloucester County First Responders in developing, improving, and carrying out emergency plans.

• **American Rescue Plan Emergency Rental Assistance Program** - $2,535,774.00. This program provides funds to assist households that are unable to pay rent or utilities. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. This is the second allocation out of three that the County will receive.

A-3 **RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF MAY, 2022.**

This Resolution approves the bill lists submitted by the County Treasurer for May, 2022, and includes ratification of the emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to the vendors set forth on the lists.

B-1 **RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MAY 2, 2022 TO COMPLETION OF THE PROJECT FOR $1,469,163.00.**

This Resolution authorizes a contract with South State, Inc. regarding the 2021 Federal Roadway Safety Project, known as Engineering Project 21-07FA, from May 2, 2022 to completion of project pursuant to N.J.S.A. 40A:11-15(9). South State, Inc. submitted the lowest responsive and responsible bid for $1,469,163.00. This Project is federally funded. C.A.F. Number 22-04072 has been obtained to certify funds.

B-2 **RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RIGGINS, INC.**

This Resolution authorizes an amendment to the contract with Riggins, Inc. relative to the supply and delivery of gasoline and ultra-low sulfur diesel fuel for the Public Works Department, Division of Fleet Management, as per PD-20-032, increasing the contract in an amount not to exceed $150,000.00, thereby resulting in a new total contract amount not to exceed $900,000.00 through August 3, 2022. Riggins was previously the lowest responsive and responsible bidder.

B-3 **RESOLUTION AUTHORIZING A CONTRACT WITH PENNOINI ASSOCIATES, INC. FROM MAY 2, 2022 TO COMPLETION OF THE PROJECT FOR $153,793.91.**

This Resolution authorizes a professional services contract with Pennoni Associates, Inc. for construction management and inspection services in regard to the Gloucester County Federal Roadway Safety Project in various municipalities, as per RFP-22-038, from May 2, 2022 to completion of Project for a total amount of $153,793.91. Pennoni Associates submitted the most advantageous proposal based on price and other factors. C.A.F. Number 22-04233 has been obtained to certify funds.

C-1 **RESOLUTION AUTHORIZING A CONTRACT WITH HG TECHNOLOGIES, INC. T/A HIGHERGROUND, INC. FROM JUNE 1, 2021 TO MAY 31, 2023 FOR $43,872.20.**

The Resolution authorizes a contract with HG Technologies, Inc. t/a HigherGround, Inc. for the provision of an annual maintenance contract, which includes but is not limited to 24/7 software and hardware support and maintenance for the Gloucester County Emergency Response Sites in Clayton, Clarksboro, and West Deptford. C.A.F. Number 22-03832 has been obtained to certify funds.

C-2 **RESOLUTION AUTHORIZING A PURCHASE FROM SOFTWARE HOUSE INTERNATIONAL CORP. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR $68,500.00.**

This Resolution authorizes the purchase and installation of UPS (Uninterrupted Power Supply) System for the Emergency Response Center from Software House International Corp. via the Sourcewell Cooperative Pricing System, for $68,500.00. C.A.F. Number 22-04051 has been obtained to certify funds.
C-3 RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH ESRI, INC. (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.) VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT NOT TO EXCEED $24,895.00 THROUGH OCTOBER 3, 2022.

This Resolution authorizes an increase of the purchase authority with ESRI, Inc. (Environmental Systems Research Institute, Inc.) via State Contract 17-COMP-00098 in an amount not to exceed $4,895.00, which will allow for the purchase of additional licenses needed by the County, resulting in a new total amount not to exceed $24,895.00 through October 3, 2022.

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON
COMMISSIONER BARNES

D-1 RESOLUTION AUTHORIZING ACCEPTANCE AND AN AGREEMENT OF THE COMMUNICATION ACCESS SERVICES GRANT FUNDING FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, DIVISION OF THE DEAF AND HARD OF HEARING, IN AN AMOUNT NOT TO EXCEED $75,000.00.

This Resolution authorizes an agreement with the State of New Jersey, Department of Human Services, Division of the Deaf and Hard of Hearing to accept Communication Access Services grant funding in an amount not to exceed $75,000.00. This Agreement will allow the County to purchase and install hearing induction loops, including the educational component, and public videophones along with associated connectivity costs for the the Gloucester County Surrogate’s Office, County Clerk Office, and the Congregation B’Nai Tikvah Beth Israel (CBTBI).

D-2 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $35,000.00, FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $344,643.00 THROUGH DECEMBER 31, 2022.

This Resolution authorizes an amendment to a contract with Maryville, Inc. The County awarded a contract on February 17, 2021, per RFP# 21-014, to Maryville, Inc. for various programs for a term of three years, from January 1, 2021 to December 31, 2023, with the option to extend for two (2) one (1) year terms. Maryville, Inc. previously submitted the most advantageous proposal, based on price and other factors. Due to a change in demand for additional clients and funding availability, it is necessary to increase the dollar amount for Sober Living/Oxford House by $35,000.00, resulting in a new contract amount not to exceed $344,643.00 through December 31, 2022. The County is increasing the contract by using American Rescue Plan Funds.

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

E-1 RESOLUTION AUTHORIZING A CONTRACT AND END USER LICENSE AGREEMENT (EULA) WITH GRAYSHIFT, LLC FROM JUNE 30, 2022 TO JUNE 29, 2023 FOR $27,995.00.

This Resolution authorizes a proprietary contract and EULA with Grayshift, LLC for renewal of the GrayKey advanced license needed by the County Prosecutor’s Office for forensic access technology which is only available to law enforcement and government investigative agencies to extract digital evidence from locked and encrypted mobile devices in the course of criminal investigations. C.A.F. No. 22-03834 has been obtained to certify funds.

E-2 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY SHERIFF’S OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE (LESO) 1033 PROGRAM AND TO ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT.

This Resolution authorizes the Gloucester County Sheriff’s Office to participate in the LESO 1033 Program for the year 2022. The U.S. Department of Defense 1033 Program permits the Secretary of Defense to transfer excess DOD supplies and equipment to state, county, and local law enforcement agencies across the Country for use in performing their law enforcement duties, particularly those associated with counter-drug and counter-terrorism activities.
Old Business

New Business

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

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

Call to Order

Salute to the Flag

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

Roll Call

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<th>Commissioner Konawel</th>
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Changes to the Agenda

Approval of the April 20, 2022 regular meeting minutes.

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Comments:

PROCLAMATIONS

53819  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)

53820  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)

53821  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)

53822  Proclamation recognizing The Glassboro Fire Department on their 125th Anniversary Celebration. (To be presented at a later date by Deputy Director Simmons)

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

OPEN

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Comments: N/A
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| Commissioner Konawel | X | X | X | X |
| Deputy Director Simmons | X | X | X |
| Commissioner Jefferson | X | X |
| Commissioner DeSilvio | X | X |
| Commissioner Barnes | X | X |
| Commissioner DiCarlo | X | X |
| Director DiMarco | X |

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

53823 RESOLUTION CONFIRMING USE OF PROJECT LABOR AGREEMENTS PURSUANT TO N.J.S.A. 52:38-1 ET SEQ.

53824 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

53825 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION.

53826 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH ELECTION SYSTEMS & SOFTWARE, LLC, FROM MAY 1, 2022 TO APRIL 30, 2023, FOR $48,000.00.

Motion to approve Resolutions 53823 through 53826 as read.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS

COMMISSIONER DICARLO

53827 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.

53828 RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 02 TO INCREASE THE CONTRACT WITH A.P. CONSTRUCTION, INC.

53829 RESOLUTION AUTHORIZING A CONTRACT WITH BRYSON & YATES CONSULTING ENGINEERS, LLC FROM MAY 11, 2022 TO COMPLETION OF THE PROJECT FOR $164,485.00.

53830 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC.

Motion to approve Resolutions 53827 through 53830 as read.

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

Comments: N/A
DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS
COMMISSIONER DICARLO
DEPUTY DIRECTOR SIMMONS

53831 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.

53832 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $489,407.73.

53833 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.

Motion to approve Resolutions 53831 through 53833 as read.

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Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES
COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53834 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.

53835 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.

53836 RESOLUTION AUTHORIZING AN AGREEMENT WITH ROWAN UNIVERSITY, DEPARTMENT OF HEALTH AND EXERCISE SCIENCE FROM APRIL 1, 2022 TO MARCH 31, 2023.

53837 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.

53838 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.

Motion to approve Resolutions 53834 through 53838 as read.

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Comments: N/A

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53839 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.
53840 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.

53841 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.

53842 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.

53843 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.

53844 RESOLUTION AUTHORIZING PURCHASES FROM ARAMSCO, INC. VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $37,572.90.

53845 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.

| Motion to approve Resolutions 53839 through 53845 as read. |
|----------------------------------|--------|--------|------|--------|------|
| Commissioner Konawel            | X      | X      |     |        |      |
| Deputy Director Simmons         | X      |       |     |        |      |
| Commissioner Jefferson          | X      |       |     |        |      |
| Commissioner DeSilvio           | X      | X      |     |        |      |
| Commissioner Barnes             | X      |       |     |        |      |
| Commissioner DiCarlo            | X      |       |     |        |      |
| Director DiMarco                | X      |       |     |        |      |
| Comments:                        | N/A    |        |     |        |      |

DEPARTMENT OF EDUCATION, LAND & PROPERTY
COMMISSIONER BARNES
COMMISSIONER JEFFERSON

53846 RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 01 TO INCREASE THE CONTRACT WITH PETER LUMBER COMPANY.

| Motion to approve Resolution 53846 as read. |
|---------------------------------|--------|--------|------|--------|------|
| Commissioner Konawel            | X      |       |     |        |      |
| Deputy Director Simmons         | X      |       |     |        |      |
| Commissioner Jefferson          | X      | X      |     |        |      |
| Commissioner DeSilvio           | X      |       |     |        |      |
| Commissioner Barnes             | X      | X      |     |        |      |
| Commissioner DiCarlo            | X      |       |     |        |      |
| Director DiMarco                | X      |       |     |        |      |
| Comments:                        | N/A    |        |     |        |      |

DEPARTMENT OF GOVERNMENT SERVICES
COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

53847 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.

Motion to approve Resolutions 53847

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Old Business: N/A
New Business:

Commissioner Jefferson addressed the discontinuance of the use of sheriff’s officer at the County’s Paulsboro WIC office. Sheriff Sammons stated that the assignment was a temporary assignment and that the officer needed to be pulled due to other county assignments. Commissioner Jefferson asked what those assignments were and Sheriff Sammons agreed to provide that information to Commissioner Jefferson.

Commissioner DeSilvio addressed the board regarding the picture on the door hanger the Community Outreach Team is placing on residents’ doors. He said that he felt that it appeared as if it was a piece of campaign literature. Discussion ensued and it was explained by several of the commissioners that it was an informational piece and the door hanger addressed the services offered by the County (rental assistance, senior services, veterans affairs, COVID related matters, etc.) and not a political piece.

Commissioner Barnes asked Commissioner DeSilvio if his issue was the information on the door hanger or the photo on the door hanger. Commissioner DeSilvio suggested that the door hanger was misleading. Commissioner Barnes stated that he was making it misleading and asked him if he was saying he didn’t want his picture on information that concerned his departments and Commissioner DeSilvio said he just thinks county programs shouldn’t have any pictures.

Director DiMarco stated that his complaint was noted but it’s the County’s procedure to use photos that include the Director, Deputy Director and Department Liaison on county programs.

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

OPEN

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Comments:

Charles Hughes – Woodbury: Invited all the Commissioners to the Troop 7 Memorial Day Observances on May 30, 2022. He has commented on the GCL quite zones.

Eric Agren – West Deptford: Commented on the tremendous job the Gloucester County Animal Control Officers employed by the Gloucester County Shelter did while helping him with an incident at his residence. He also commented and thanked the Director on the various services Gloucester County offers and how great they are.

Assemblywoman Beth Sawyer – Woolwich: Commented on the door hanger being handed out by the Community Outreach Program. She also asked questions about the sheriff and sheriff sales.

CLOSE

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Comments: N/A

Adjournment

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Comments: N/A

Time: 6:35 p.m.
WHEREAS, the 2022 Gloucester County Board of Commissioners would like to take this time to recognize John Branca, as family and friends gather to celebrate his 100th Birthday; and

WHEREAS, John Branca was born on May 11, 1922 in Philadelphia Pennsylvania. He was twenty-two years old when he enlisted in the United States Army with his brother, the late Carmen Branca. Both brothers did their basic training at Fort Hood Military Base in Killen Texas; and

WHEREAS, John Branca was stationed in Germany to serve in the 5th Armor Division as an Anti-Tank Gunner. John along with nine other soldiers and a driver were stationed in the rear echelon. The half-track truck pulled a 57mm cannon in which John was the 2nd gunner, following the driver as the 1st; and

WHEREAS, John Branca was a member of the “Greatest Generation”. He participated in three major campaigns, the Battle of the Ardennes, commonly known as the Battle of the Bulge, the Battle of Central Europe and the Battle of the Rhineland; and

WHEREAS, his decorations and citations include the European-African-Middle Eastern Campaign Medal with Three Bronze Stars, the World War II Victory Medal and the WW II Honorable Service Lapel Button (Ruptured Duck). He earned one of the most coveted awards presented by the United States Army during war time, the Combat Infantryman Badge; and

WHEREAS, having served his country, John was honorably discharged in November 1945. Returning home to his wife Stella, son John Jr., and baby daughter Elizabeth whom he met for the first time; and

WHEREAS, John was part of the 1st police force in Deptford in 1955 and served the Township as a special Officer for 8 years. John opened up Branca Brothers gas station with his brother Carmen, which expanded to include 4 more stations, with the last one residing in Washington Township. John retired in 1975; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, Jr. do hereby honor and recognize John Branca on celebrating his 100th Birthday.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of May, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Denise DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

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

Proclamation

PROCLAIMING MAY 1–MAY 7, 2022
NATIONAL SMALL BUSINESS WEEK
IN GLOUCESTER COUNTY

WHEREAS, the President of the United States has issued a Proclamation celebrating National Small Business Week from May 1 through May 7, 2022; and

WHEREAS, the United States Small Business Administration, established in 1953, provides financial, technical and management assistance to help Americans start, run and grow their businesses; and

WHEREAS, the Gloucester County Department of Economic Development has operated a Small Business Assistance and Counseling Center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, there are many new jobs created by small business throughout Gloucester County, the State of New Jersey and the United States of America, demonstrating that the small business community is an extremely important component of a healthy economy; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Frank DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners, Deputy Director Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, do hereby proclaim the week of May 1 – May 7, 2022 as National Small Business Week in Gloucester County, and urge all citizens to join us in recognizing the small businesses of our county and the important role they play in our communities.

IN WITNESS WHEREOF, the Board of Commissioners has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of May, 2022.

[Signatures of Directors and Commissioners]

Laurie J. Burns, Clerk of the Board
Proclamation

Staff Sergeant Daniel Wang
United States Army
In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of County Commissioners would like to take this time to recognize and thank Staff Sergeant Daniel Wang, United States Army, for his service to our country; and

WHEREAS, Staff Sergeant Daniel Wang is an Army Veteran who served in support of Global War on Terrorism and served two tours of duty overseas in the Middle East during his active military duty; and

WHEREAS, having served with honor and distinction, Staff Sergeant Daniel Wang’s numerous awards and citations include the Army Commendation Medal (awarded 2 times) the Army Achievement Medal (awarded 3 times) the Army Good Conduct Medal the Army Reserve Component Achievement Medal, the Global War on Terrorism Medal (awarded 2 times) the National Defense Medal, the Armed Forces Reserve Medal the Non-Commissioned Officer Professional Development Ribbon the Army Service Ribbon and the Overseas Service Ribbon; and

WHEREAS, Staff Sergeant Daniel Wang is a student at Rowan College of South Jersey and will graduate on May 13, 2022, receiving a Associates Degree in Science, Engineering Science; and

WHEREAS, upon his graduation from Rowan College at South Jersey the Gloucester County Board of County Commissioners would like to pay tribute to Staff Sergeant Daniel Wang and all servicemen and servicewomen who heroically serve their country; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, Jr. do hereby honor and recognize Staff Sergeant Daniel Wang and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of May, 2022.

[Signatures]

Lyman Barnes
Commissioner

Denise DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

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

Proclamation

Gunnery Sergeant Michael J. Power
United States Marine Corps
In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of County Commissioners would like to take this time to recognize and thank Sergeant Michael J. Power, United States Marine Corps, for his service to our country; and

WHEREAS, Sergeant Michael Power is a Marine Veteran who served in support of Operation Iraqi Freedom as a Gunnery Sergeant (E7). He served tours of duty overseas in the Mediterranean Region, Western Pacific Region and Southwest Asia during his active military duty; and

WHEREAS, having served with honor and distinction, Sergeant Michael Power’s numerous awards and citations include the Navy & Marine Corps Commendation Medal the Navy & Marine Corps Achievement Medal the National Defense Medal the Global War on Terrorism Medal the Good Conduct Medal the Armed Forces Medal Expeditionary Medal the Humanitarian Service Medal the NATO Medal the Navy Meritorious Unit Citation the Sea Service Deployment Ribbon the Expert Rifleman Badge the Certificate of Commendation for Unit Award the Certificate of Commendation for Individual Award and the Letter of Appreciation; and

WHEREAS, Sergeant Power is a student at Rowan College of South Jersey and will graduate on May 13, 2022, receiving an Associates Degree in Art & Sciences, History; and

WHEREAS, upon his graduation from Rowan College at South Jersey the Gloucester County Board of County Commissioners would like to pay tribute to Sergeant Michael J. Power and all servicemen and servicewomen who heroically serve their country; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, Jr. do hereby honor and recognize Sergeant Michael J. Power and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of May, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Denise DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

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

Proclamation

2nd Class Petty Officer Matthew P. Brady
United States Navy
In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of County Commissioners would like to take this time to recognize and thank 2nd Class Petty Officer Matthew P. Brady, United States Navy, for his service to our country; and

WHEREAS, 2nd Class Petty Officer Matthew P. Brady is a Navy Veteran who served in support of Global War on Terrorism as an Information Systems Technician during his active military duty; and

WHEREAS, having served with honor and distinction, 2nd Class Petty Officer Matthew P. Brady numerous awards and citations include the Navy Achievement Medal the Navy Expeditionary Medal the National Defense Medal the Global War on Terrorism Medal the Navy Good Conduct Medal, the Sea Service Deployment Ribbon the Navy Rifle Marksmanship Ribbon, the Enlisted Submarine Insignia, the Navy "E" Ribbon the Navy Arctic Service Ribbon and the Navy Pistol Sharpshooter Ribbon; and

WHEREAS, 2nd Class Petty Officer Brady is a student at Rowan College of South Jersey and will graduate on May 13, 2022, receiving an Associates Degree in Science Business Administration; and

WHEREAS, upon his graduation from Rowan College at South Jersey the Gloucester County Board of County Commissioners would like to pay tribute to 2nd Class Petty Officer Brady and all servicemen and servicewomen who heroically serve their country; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher Konawel, Jr. do hereby honor and recognize 2nd Class Petty Officer Matthew P. Brady and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of May, 2022.

[Signatures]

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Nicolas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attent:

Lyman Barnes
Commissioner

Denice DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner

Clerk of the Board

[Seal]
Gloucester County
Board of Commissioners

Proclamation

Corporal Godfrey M. Brown
United States Marine Corp Reserve
In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of County Commissioners would like to take this time to recognize and thank Corporal Godfrey M. Brown, United States Marine Corps Reserve, for his service to our country; and

WHEREAS, Corporal Godfrey M. Brown is a Marine Veteran who served in support of the Vietnam Conflict during his active military service duty; and

WHEREAS, having served with honor and distinction, Corporal Godfrey M. Brown's numerous awards and citations include the Marine Corps Good Conduct Medal, the National Defense Medal, the Vietnam Service Medal, the Vietnam Campaign Medal with device and Rifle Marksman Badge; and

WHEREAS, Corporal Godfrey M. Brown is a student at Rowan College of South Jersey and will graduate on May 13, 2022, receiving an Associates Degree in Science Computer Information Systems; and

WHEREAS, upon his graduation from Rowan College at South Jersey the Gloucester County Board of County Commissioners would like to pay tribute to Corporal Godfrey M. Brown and all servicemen and servicewomen who heroically serve their country; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson and Christopher KonaweI, Jr. do hereby honor and recognize Corporal Godfrey M. Brown and extend our appreciation thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of May, 2022.

[Signatures]
Frank J. DiMarco
Director

[Signatures]
Lyman Barnes
Commissioner

[Signatures]
Denise DiCarlo
Commissioner

[Signatures]
Christopher Konawal, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board

[Seal]
Gloucester County
Board of Commissioners

Proclamation

~ In Honor Of ~

Amy Mansue
Rowan College of South Jersey ~ Person of the Year

WHEREAS, the 2022 Gloucester County Board of Commissioners would like to take this time to recognize and congratulate at The Gala held in partnership with the Rowan College Foundation, Amy Mansue, Inspira Health's President and CEO as the Rowan College of South Jersey's "Person of the Year"; and

WHEREAS, Amy Mansue has dedicated nearly three decades of service to the health care industry and has made a significant impact across the state. Amid the COVID-19 pandemic, Amy was appointed Regional Coordinator in Central New Jersey by Governor Murphy; and

WHEREAS, prior to her position at Inspira, Amy has served as Executive Vice President and Chief Experience Officer at Robert Wood Johnson Barnabas Health, Chief Executive Officer of Children's Specialized Hospital and Board Chair for both the New Jersey Hospital Association and the New Jersey Chamber of Commerce; and

WHEREAS, Rowan College of South Jersey and Inspira Health have partnered to guarantee that they are training South Jersey's best and brightest medical professionals. Amy Mansue has been directly involved in these partnerships between the medical community and educational institutions; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilverio, Denise DiCarlo, James B. Jefferson and Christopher Konawel, Jr. do hereby recognize and congratulate Amy Mansue on the enormous impact she has made in the South Jersey region and as Rowan College of South Jersey’s "Person of the Year".

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 29th day of April, 2022.

Heather Simmons
-Deputy Director

Nicholas DeSilverio
-Commissioner

James B. Jefferson
-Commissioner

Attest:
Laurie J. Burns, Clerk of the Board

Lyman Barnes
-Commissioner

Denise DiCarlo
-Commissioner

Christopher Konawel, Jr.
-Commissioner
Gloucester County
Board of Commissioners
Proclamation

PROCLAIMING MAY 2022
AS OLDER AMERICANS MONTH

WHEREAS, the month of May 2022 has been designated by the U.S. Administration on Aging as Older Americans Month and the County of Gloucester embraces the national theme for this year, “Age My Way”, an opportunity for all of us to explore the many ways older adults can remain in and be involved with their communities; and

WHEREAS, Gloucester County is a community that includes over 50,000 citizens aged 60 and older who are actively involved in all aspects of our community including volunteerism, mentorship, the arts and community services; and

WHEREAS, the Older Americans in Gloucester County deserve recognition for the contributions they have made and will continue to make to the culture, economy and character of our community; and

WHEREAS, recognizing the successes of Older Americans encourages their ongoing participation and further accomplishments; and

WHEREAS, Gloucester County can provide ways to allow Older Americans to continue to flourish by presenting them with opportunities to share their wisdom, experience, and skills.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Denice DiCarlo, Nicholas DeSilvio, James B. Jefferson and Christopher Konavel, Jr. do hereby recognize May 2022 as Older Americans Month and commemorate the 50th anniversary of the Older Americans Act Nutrition Program. We urge every citizen to take time to recognize Older Americans and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of May, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Denice DiCarlo
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board
RESOLUTION APPOINTING A MEMBER TO THE
ROWAN COLLEGE OF SOUTH JERSEY BOARD OF TRUSTEES

WHEREAS, on August 30, 2018 and August 16, 2018, respectively, the Rowan College at Gloucester County and the Cumberland County College Boards of Trustees adopted resolutions to authorize and promote the establishment of a jointure college pursuant to N.J.S.A. 18A:64A-24, to be branded as Rowan College at South Jersey ("RCSJ"); and

WHEREAS, the Board of Trustees for RCSJ shall be constituted as provided by N.J.S.A. 18A:64A-8, with board member appointments being made by the appointing authority of each respective County.

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

1. That WARREN WALLACE is hereby appointed as a member to the Rowan College at South Jersey Board of Trustees to fill a vacancy, effective immediately and terminating on October 31, 2022.

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 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 $177,000.00, which item is now available as a revenue from Liberty HIDTA Executive Board, High Intensity Drug Trafficking Area (HIDTA), to be appropriated under the caption of Liberty HIDTA Executive Board, High Intensity Drug Trafficking Area (HIDTA) - Other Expenses.

(2) The sum of $19,300.00, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety, FFY21 Hazardous Materials Emergency Preparedness Planning and Training Grant Program, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety, FFY21 Hazardous Materials Emergency Preparedness Planning and Training Grant Program Grant - Other Expenses.

(3) The sum of $2,535,774.00, which item is now available as a revenue from the United States Department of the Treasury, American Rescue Plan Emergency Rental Assistance Program, to be appropriated under the caption of the United States Department of the Treasury, American Rescue Plan Emergency Rental Assistance Program - Other Expenses.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION APPROVING THE BILL LISTS
FOR THE MONTH OF MAY, 2022

WHEREAS, the Board of County Commissioners of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending May 20, 2022; and

WHEREAS, the County Division of Social Services has submitted their bill list, including daily payments made by the Division, and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending May 20, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending May 20, 2022, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of County Commissioners, and that the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the County Division of Social Services’ bill list for the period ending May 20, 2022, which includes ratification of prior emergency payments made as prepared, reviewed and approved by the Division’s Finance Officer and Director and the County Treasurer is hereby approved, and that the County Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MAY 2, 2022 TO COMPLETION OF THE PROJECT FOR $1,469,163.00

WHEREAS, the County of Gloucester (hereinafter the “County”) advertised for the receipt of public bids for construction services regarding the 2021 Federal Roadway Safety Project in Various Municipalities, as per Engineering Specifications 21-07FA; and

WHEREAS, bids were publicly received and opened by the County on May 12, 2022, and after following proper public bidding procedure, it was determined that South State, Inc., with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder for $1,469,163.00; and

WHEREAS, the County’s Purchasing and Engineering Departments recommend award of a contract to South State, Inc.; and

WHEREAS, the Contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-04072, to be charged against budget line item C-04-22-012-165-13214.

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 South State, Inc. for construction services regarding the 2021 Federal Roadway Safety Project in Various Municipalities, as per Engineering Specifications 21-07FA, from May 2, 2022 to completion of the Project pursuant to N.J.S.A. 40A:11-15(9), for $1,469,163.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

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

ORDER DATE: 05/13/22
REquisitions NO: R2-03861
DELIVERY DATE:
STATE CONTRACT: ENG. 21-07FA
ACCOUNT NUM:

SALES TAX ID # 21-6000680

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<td><strong>PAYMENTS TO BE MADE IN PARTIALS</strong></td>
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TOTAL 1,469,163.00

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 person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

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

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

DEPARTMENT HEAD DATE

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.

THIS CONTRACT is made effective the 25th day of May, 2022, by and between COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County”, and SOUTH STATE, INC., with offices at 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need for the County to contract for services relative to the 2021 Federal Roadway Safety Project in Various Municipalities, as set forth in Engineering Specifications 21-07FA; and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective commencing May 2, 2022 and terminating upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total amount of $1,469,163.00, as per prices set forth in the bid response.

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

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

   It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered and/or furnished under this Contract.
3. **DUTIES OF CONTRACTOR.** The Contractor shall provide services regarding the
2021 Federal Roadway Safety Project in Various Municipalities, as set forth in Engineering
Specifications 21-07FA, which are incorporated and made a part hereof by reference. Should
there occur a conflict between this form of contract and the bid documents, the bid documents
shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THIS CONTRACT** is effective as of this 25th 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 Contractor has caused this instrument to be signed by its properly authorized representative and witnessed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

Laurie J. Burns,
Clerk of the Board

Frank J. Dimarco,
Director

**ATTEST:**

**SOUTH STATE, INC.**

By: (print name)
Title:
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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## SUMMARY OF BIDS

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<th>Unit Price</th>
<th>Amount</th>
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# SUMMARY OF BIDS

**SPECIFICATION NO. 21-07FA**

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<th>Item No.</th>
<th>Description</th>
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<td>UNIT</td>
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<td>$17,500</td>
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**biddler 1 of 2**
South State, Inc.
202 Reeves Road
PO Box 68
Bridgeton, NJ 08302
Phone: 856-451-5300
Chester J. Ottinger, Jr., President
bbryan@southstateinc.com

**biddler 2 of 2**
JPC Group, Inc.
228 Blackwood-Barnsboro Road
Blackwood, NJ 08012
Phone: 856-232-0400
Joseph Petrongolo, President
sgiordano@jpcgrouplnc.com
### SUMMARY OF BIDS

**SPECIFICATION NO. 21-07FA**

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<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
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<th>Amount</th>
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</table>

**Total Bid** $1,469,163.00

---

**bidder 1 of 2**
South State, Inc.
202 Reeves Road
PO Box 68
Bridgeton, NJ 08302
P. 856-451-5300
Chester J. Ottinger, Jr., President
bbryan@southstateino.com

**bidder 2 of 2**
JPC Group, Inc.
228 Blackwood-Barnsboro Road
Blackwood, NJ 08012
P. 856-232-0400
Joseph Petrongolo, President
sgiorlando@jpcgroupring.com

---

Signatures:

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

5-13-22

Date

---

Page 4 of 4
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## SCHEDULE OF PRICES

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<td>EPOXY WATERPROOFING</td>
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**TOTAL BID $ 1,469,163.00**
RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RIGGINS, INC.

WHEREAS, by Resolution adopted August 12, 2020, the County of Gloucester awarded a contract to Riggins, Inc. for the supply and delivery of gasoline and ultra-low sulfur diesel fuel for use by the Public Works Department, Division of Fleet Management, as per PD-20-032, in an amount not to exceed $750,000.00; and

WHEREAS, an amendment to the contract is necessary due to unanticipated costs and fuel price increases beyond Contractor’s control, thereby necessitating an increase in the contract in an amount not to exceed $150,000.00, and resulting in a new total contract amount not to exceed $900,000.00 through August 3, 2022; and

WHEREAS, the contract was awarded for estimated units of service or purchases on an as-needed basis, and is therefore open-ended, which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to an amendment to the contract with Riggins, Inc. relative to the supply and delivery of gasoline and ultra-low sulfur diesel fuel as per RFP-20-032, thereby increasing the contract in an amount not to exceed $150,000.00, and resulting in a new total contract amount not to exceed $900,000.00 through August 3, 2022.

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
RIGGINS, INC.

THIS is an amendment to a contract which was entered into on the 4th day of August, 2022, between the COUNTY OF GLOUCESTER, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and RIGGINS, INC., of 3938 S. Main Road, Vineland, NJ 08360, hereinafter referred to as “Contractor”.

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

This Amendment is necessary due to unanticipated additional costs and/or price increases regarding the supply and delivery of gasoline and ultra-low sulfur diesel fuel, as per PD-20-032, thereby necessitating an increase in the contract in an amount not to exceed $150,000.00, and resulting in a new total contract amount not to exceed $900,000.00 through August 3, 2022.

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

THIS AMENDMENT is effective as of the 25th day of May, 2022.

ATTEST: COUNTY OF GLOUCESTER

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

RIGGINS, INC.

ATTEST: By: PAUL RIGGINS

FRANK J. DIMARCO, DIRECTOR
Title: PRESIDENT
RESOLUTION AUTHORIZING A CONTRACT WITH PENNONI ASSOCIATES, INC. FROM MAY 2, 2022 TO COMPLETION OF THE PROJECT FOR $153,793.91

WHEREAS, the County of Gloucester has a need for professional engineering services regarding construction management and inspection for the Gloucester County Federal Roadway Safety Project in Various Municipalities, known as Engineering Project Number 21-07FA; and

WHEREAS, the County requested proposals via RFP-22-038 from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process, and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq., and based on the established criteria, concluded that Pennoni Associates, Inc. of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 made the most advantageous proposals to provide said services for $153,793.91; 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 pursuant to C.A.F. Number 22-04233, to be charged against budget line item C-44-22-012-165-13214.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to a contract with Pennoni Associates, Inc. for professional services regarding construction management and inspection for the Gloucester County Federal Roadway Safety Project in Various Municipalities, known as Engineering Project Number 21-07FA, commencing May 2, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), for $153,793.91.

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 further stating that a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
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<td>C-04-22-012-165-13214 Long Life Striping (FA)</td>
<td>153,793.9100</td>
<td>153,793.91</td>
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**CLAIMANT'S CERTIFICATE & DECLARATION**

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

X VENDOR SIGN HERE

DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

DATE

DEPARTMENT HEAD

DATE

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

THIS CONTRACT is approved this 7th day of July, 2021, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and PENNONI ASSOCIATES, INC., with an address of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding construction management and inspection services for the Gloucester County Federal Roadway Safety Project in Various Municipalities, as per RFP-22-038 (hereinafter the “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.

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 for services rendered commencing May 2, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated a total amount of $153,793.91, as per Contractor’s proposal dated May 12, 2022 which was submitted in response to the County’s Request for Proposal, RFP-22-038. The Proposal is incorporated into and made part of this Contract by reference.

Contactor 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 construction management and inspection services for the Gloucester County Federal Roadway Safety Project in Various Municipalities as set forth in RFP-22-038, and Contractor’s Proposal dated May 28, 2021, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-22-038.

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

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

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

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

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

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
f. The Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

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

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

17. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.
18. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-22-038** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-22-038**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of the day and year first above written.

**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:**

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**COUNTY OF GLOUCESTER**

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

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

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**ATTEST:**

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**PENNONI ASSOCIATES, INC.**

---

By:

(print)

Title:
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 construction management and inspection services for the Gloucester County Federal Roadway Safety Project in Various Municipalities as set forth in **RFP-22-038**, and Contractor’s Proposal dated May 12, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it will comply with, and where applicable shall continue throughout the Contract period to comply with all of the requirements set out in **RFP-22-038**.

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

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

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

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

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

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

   f. The Contractor shall notify County immediately in the event of suspension,
May 12, 2022
GCEDX22005

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

RE:  RFP #22-038 | Engineering Project 21-07FA | Construction Management & Inspection Services for the Gloucester County Federal Roadway Safety Project in Various Municipalities

Dear Ms. Larter:

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

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

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

Pennoni will provide services for this project from our Haddon Heights, NJ office, with support from our other local offices. Pennoni has selected team members who possess specific project experience and understand all responsibilities applicable to fulfill County standards and key project tasks, while representing the best interests of Gloucester County. In addition to our experienced staff, Pennoni will utilize our DBE subconsultant, Omsum Engineering, LLC, to assist with construction inspection services and to satisfy the 12.49% DBE goal for this agreement.

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

Respectfully Submitted,

PENNONI ASSOCIATES INC.

George Dunheimer, PE
Vice President, Regional Director
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<th>Project Manager</th>
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**DIRECT LABOR COSTS**

a. Total Direct labor (A+B)

b. Overhead (see note)

Office Personnel 138.53% $20,713.01
Field Personnel 138.53% $46,823.14

Total Overhead $67,536.15

c. Fixed Fee (See Note)
18% of Direct Labor (A+B) $8,775.36 (C)

**TOTAL DIRECT LABOR COST:** $125,063.51


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**Fixed Fee Rating Factor (FFRF)**

\[ FFRF = 0.8 \]
Construction Management and Inspection
Gloucester County Federal Roadway Safety Project
RFP #22-038

DIRECT EXPENSES:
d. On Site Mileage
   $5,000.00

(e. Other Expenses
   $0.00

Total Direct Expenses: $5,000.00

Total DBE Subconsultant Costs (OMSUM) - Separate Sheet
$23,730.41

TOTAL CONTRACT AMOUNT: (C+D+E) $163,793.91

NOTES:

5/12/2022

DATE

Pennon Associates Inc.
RESOLUTION AUTHORIZING A CONTRACT WITH HG TECHNOLOGIES INC. T/A HIGHERGROUND INC. FROM JUNE 1, 2022 TO MAY 31, 2023 FOR $43,872.20

WHEREAS, the County has a need to contract for the for the purchase of an annual maintenance contract which includes but is not limited to 24/7 software and hardware support and maintenance for the Gloucester County Emergency Response Sites in Clayton, Clarksboro, and West Deptford; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by HG Technologies Inc. t/a HigherGround Inc., 275 E. Hillcrest Drive, Suite 160-108, Thousand Oaks, California 91360; and

WHEREAS, the contract is for a total amount of $43,872.20, from June 1, 2022 to May 31, 2023; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $43,872.20, pursuant to C.A.F. No. 22-03832, which shall be charged against budget item 2-01-25-250-001-20370; and

WHEREAS, the County previously purchased HigherGround, Inc. equipment from Software House International Corp. through the Sourcewell National Cooperative Pricing System on March 4, 2020, the purchase included the software, installation, and first year maintenance; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a contract with HG Technologies Inc. t/a HigherGround Inc. for the purchase of an annual maintenance contract which includes but is not limited to 24/7 software and hardware support and maintenance for the Gloucester County Emergency Response Sites in Clayton, Clarksboro, and West Deptford, from June 1, 2022 to May 31, 2023, for $43,872.20.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester Purchasing Department  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS

NO. 22-03832

ORDER DATE: 05/04/22  
REQUISITION NO: R2-03590  
DELIVERY DATE:  
STATE CONTRACT: PROPRIETARY  
ACCOUNT NUM:

VENDOR #: HIGHE020

SALES TAX ID # 21-6000060

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| 1.00    | MAINTENANCE FOR 911 VOICE RECORDING SOFTWARE AND HARDWARE FOR CLAYTON, CLARKSBORO AND WEST DEPTFORD RENEWAL AGREEMENT FOR 6/1/22 - 5/31/23 | 2-01-25-250-001-20370  
Equipment Svc Maintenance Agreements | 43,872.2000 | 43,872.20 |

TOTAL 43,872.20

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 a reasonable one.

X VENDOR SIGN HERE DATE

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

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
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
HG TECHNOLOGIES INC. T/A
HIGHERGROUND INC.

THIS CONTRACT is made effective the 25TH day of May, 2021, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and HG TECHNOLOGIES INC. T/A
HIGHERGROUND INC., with a mailing address of 275 E. Hillcrest Drive, Suite 160-108,
Thousand Oaks, California 91360, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County has a need to contract for the purchase of an annual
maintenance contract which includes but is not limited to 24/7 software and hardware support
and maintenance for the Gloucester County Emergency Response Sites in Clayton, Clarksboro,
and West Deptford; and

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

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

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for the period of one year, from June 1, 2022 to May 31,
   2023.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of
   $43,872.20 as per Vendor’s Maintenance Quote Summary, dated April 30, 2022.
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 Quote Summary, dated April 30, 2022, attached hereto as Attachment A, which are incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

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

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

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

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

   C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.
D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, Vendor’s Maintenance Quote Summary, dated April 30, 2022. If there is a conflict between this Contract and Vendor’s Maintenance Quote Summary, then this Contract shall control.

**THIS CONTRACT** is made effective the 25\textsuperscript{th} 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:**

**COUNTY OF GLOUCESTER**

Laurie J. Burns,  
Clerk of the Board

Frank J. Dimarco, Director

**ATTEST:**

HG Technologies Inc. T/A HigherGround Inc.

**BY:**

**TITLE:**
ATTACHMENT A
Next Generation

Capture911™

Incident Reconstruction

Quote: April 30, 2022
Client: Gloucester County Emergency Response Center Sites
CUST# 4725 – Clayton & CUST# 4726 – Clarksboro & CUST# 4826 & West Deptford - Backup EOC

Maintenance Quote Summary

Coverage Dates: June 1, 2022 – May 31, 2023

Maintenance Description Options:
24/7 - Software / Hardware (Remote / Exchange) Support & Maintenance - Onsite if necessary

Equipment Description:
The HigherGround Capture911 solution includes hardware and software for both Clayton, Clarksboro & West Deptford.

Hardware:
- 1-1U Database Server with dual Xeon Silver 4208 CPUs, Windows 2019, 128GB RAM and NVMe database drives.
- 1-2U Storage Server with 64TB RAID 5 storage, including a hot standby drive.
- 1-4U Recording Server wired for 48 digital and 16 analog ports.
- 1-1U KVM with switch

License Configuration:

<table>
<thead>
<tr>
<th>License</th>
<th>Clayton</th>
<th>Clarksboro</th>
<th>West Deptford</th>
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<tr>
<td>Spare recording licenses for future</td>
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<tr>
<td>P25 Talkgroups via AIS</td>
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</tbody>
</table>

The NG Capture911 application core software includes Interaction Search and Retrieval, Redaction, Stand-Alone CD, 2 Standard Dashboards, and Real-Time Monitor.

Total Maintenance Cost: $43,872.20

Signature

Title

6/3/2022
Next Generation

capture911™

incident reconstruction

SUPPORT AND MAINTENANCE

HigherGround offers different maintenance plans to fit the needs of our clients. Our standard maintenance plan states that our contractual obligation is a one hour remote response time during normal business hours (8am - 6pm) and a 4 hour remote response time after normal business hours which includes weekends and holidays for software issues. However, we can usually respond remotely within minutes of the proper notification and approximately 95% of the issues can be handled remotely.

→ Alarm monitoring. Your system automatically identifies hard-to-detect, suspicious activity or system outages that threaten uptime and sends alerts to you or HigherGround. It's your choice. Over 300 software and hardware alarm items are monitored to detect problems with outages, phone networks, hardware and/or software.

→ I'm Alive notification service. This unique feature calls HigherGround nightly to say "I'm Alive." If your system doesn't call, we call into your system, contact the designated onsite manager, or send out a technician, and in most cases, we fix the problem before you know there is one.

→ Voice support with access to our certified technicians for troubleshooting and consultation on telephone systems, software systems, and integration issues. HigherGround is committed to helping you achieve the highest efficiencies from your telecommunications investment. And, if necessary, HigherGround will make our own program engineers available to answer any questions you have. Our mission is to keep you up, running and efficient.

→ Software Remote Access: During the contracted hours (Business Day or 24 Hour), HigherGround will respond to alarms, missed "I'm Alive" notifications and trouble reports opened via phone or e-mail. We will respond by either connecting to your system remotely or speaking with you as appropriate. We will perform routine software maintenance and scheduled software updates during the Business Day. We will perform emergency software maintenance or repair during the contracted hours. We require that you provide remote access to your system using a modem or the internet and that you enable the delivery of alarms to HigherGround via modem or e-mail in order to facilitate software support.

→ Hardware Advanced Replacement
  o HigherGround will provide advanced RMA replacement of defective or failed hardware from your original recording system or subsequent upgrade to your system. We will ship replacement hardware within 1 business day of determining the original hardware is defective. We will work with you remotely during the contracted hours to install and configure the replacement hardware. You will be responsible for returning defective hardware within 10 days to avoid being billed for the replacement.
Next Generation

capture911

incident reconstruction

→ On-Site Support

HigherGround, through a contracted partner with experience supporting HigherGround Capture911 products, will provide on-site support if we determine we are unable to resolve Severity 1 or 2 issues remotely with reasonable assistance from the customer. (For example, we may ask the customer to reboot a server, replace a hot-swappable hard drive or power supply; or perform some similar task.) Upon determination that it is necessary to provide on-site support, HigherGround will immediately contact our partner, who has committed to have a qualified technician on-site within 24 hours of being dispatched by HigherGround unless weather conditions prevent travel to the customer. HigherGround will contract with AK Associates, who will normally dispatch a technician from Milford, PA, which is approximately a 3-hour drive under normal conditions.

If replacement parts are necessary and the customer does not have spares, HigherGround will ship parts within 24 hours using next day, first delivery service if available. The arrival of a technician on-site will be timed to coincide with the expected arrival time of the shipment.

In no case will HigherGround or our partner be responsible for problems caused by cabling, wiring, network problems or problems caused by any systems not provided by HigherGround, nor will we be responsible for problems with user workstations.

It is the customer's responsibility to provide a reliable means of remote access. If remote access is unavailable due to any cause outside HigherGround's control, HigherGround will not be required to meet the 24-hour on-site commitment. Additionally, the customer will be responsible for any reasonable costs associated with providing on-site support.

Problem Severity

Severity 1 – Critical Failure
An existing recording system is down, more than 50% of the endpoints are not being recorded or there is a critical impact to an End User's business operation.

Severity 2 – Major Failure
Operation of Customer's recording system is severely degraded, more than 10% of endpoints are not being recorded; recording quality is severely degraded, End Users are unable to access the recording system to retrieve data or significant aspects of End User's business operation are negatively impacted by unacceptable network or environment performance.

Severity 3 – Minor Failure
Operational performance of End User's recording system is impaired, fewer than 10% of endpoints are not being recorded, recording quality is somewhat degraded and End User's access to the system or data is limited, although most business operations remain functional.

Severity 4 – Request for Assistance
End User requests information or assistance on HigherGround product capabilities, installation, or configuration.

Reporting Trouble
The customer shall contact HigherGround by calling (818) 456-1600 or emailing support@highergroundinc.com to open a service ticket.
RESOLUTION AUTHORIZING A PURCHASE FROM SOFTWARE HOUSE INTERNATIONAL CORP. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR $68,500.00

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

WHEREAS, the County has a need to purchase a UPS (Uninterrupted Power Supply) System, including installation for the Office of Emergency Response; and

WHEREAS, it has been determined that the County can purchase a UPS (Uninterrupted Power Supply System, including installation, for $68,500.00, from Software House International Corp through Sourcewell Contract #081419-SH1; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $68,500.00, pursuant to C.A.F. No. 22-04051, which shall be charged against budget line item C-04-22-023-250-23233.

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 a UPS (Uninterrupted Power Supply) System, including installation, for $68,500.00, from Software House International Corp, for $44,150.00, through Sourcewell Contract #081419-SH1; and

BE IT FURTHER RESOLVED, that the Director and/or the County’s Qualified Purchasing Agent be and are hereby authorized to execute the documents necessary to effectuate said purchase.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 25, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
# County of Gloucester Purchasing Department

**PO Box 337, Woodbury, NJ 08096**

**(856) 853-3420 • Fax (856) 251-6777**

---

**GLOUC. CO COMMUNICATION CENTER**

**1200 N. DELSEA DR., BUILDING B**

**CLAYTON, NJ 08312**

**856-307-7100**

**SOFTWARE HOUSE INTERNATIONAL**

**290 DAVIDSON AVENUE**

**SOMERSET, NJ 08873**

**VENDOR #: SOFTW003**

**SALES TAX ID # 21-6000660**

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<th>DESCRIPTION</th>
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<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<td>C-04-22-023-250-23233</td>
<td>68,500.00000</td>
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**SOFTWARE HOUSE INTERNATIONAL**

**CONTRACT #81419-SHI**

**SOURCEWELL NATIONAL CO-OP PRICING SYSTEM**

**PASSED BY RESOLUTION 5/25/22**

---

**CLAIMANT’S CERTIFICATE & DECLARATION**

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

**X**

**VENDOR SIGN HERE**

DATE

**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**
GLOUCESTER COUNTY

Jay Jones
Phone: 856-307-7915
Fax:
Email: jones@co.gloucester.nj.us

All Prices are in US Dollar (USD)

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1 Gloucester County Emergency Response Center 911 CORE POWER INC - Part#</td>
<td>1</td>
<td>$68,500.00</td>
<td>$68,500.00</td>
</tr>
</tbody>
</table>

Note: Additional Information listed in the public comment section below: Freight (FOB Factory) and Inside Delivery, Freight prepaid and allowed. Shipped dock to dock (site must accommodate a 53' tractor trailer). All equipment to be inspected for any freight damage prior to delivery. Off-loading and Inside delivery included (excludes rigging). Equipment to be unwrapped from skids and wrapping material to be removed from site and ready for installation.

Total $68,500.00

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

UPS Installation Service
- Provide installation and project management
- Disconnect and remove existing UPS
- Receive and set in place new Galaxy VS 75kVA UPS
- Rework existing input/output feed connections
- Replace existing bypass input breaker with 300A breaker as needed
- Remove and dispose of existing UPS and batteries per EPA regulations

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.
RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH ESRI, INC. (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.) VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT NOT TO EXCEED $24,895.00 THROUGH OCTOBER 3, 2022

WHEREAS, on October 21, 2021, the County of Gloucester authorized the County Purchasing Agent to purchase maintenance, updates, software licensing and subscription renewal of geographic information systems mapping software for the Departments of Communications/Emergency Response, Economic Development, Planning, Assessment, Health, and the Prosecutor's Office from ESRI, Inc. (Environmental Systems Research Institute, Inc.) through State Contract #17-COMP-00098, in an amount not to exceed $20,000.00, from October 4, 2021 to October 3, 2022; 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 necessary to increase the purchase authority with ESRI, Inc. (Environmental Systems Research Institute, Inc.) via State Contract #17-COMP-00098 to purchase additional licenses in an amount not to exceed $4,895.00, resulting in a revised contract amount not to exceed $24,895.00 through October 3, 2022; and

WHEREAS, before any purchase be made pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

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 additional licenses from ESRI, Inc. (Environmental Systems Research Institute, Inc.) in the amount of $4,895.00 for the Gloucester County Office of Emergency Response through State Contract #17-COMP-00098, resulting in a revised contract amount not to exceed $24,895.00 through October 3, 2022; and

BE IT FURTHER RESOLVED, a Certification of Availability of Funds will be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 25, 2022 at Woodbury, New Jersey.

ATTEST:  

LAURIE J. BURNS,  
CLERK OF THE BOARD  

FRANK J. DIMARCO, DIRECTOR  

COUNTY OF GLOUCESTER
To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/2/2022 To: 7/31/2022

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Esri may change a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**
Justin Cusick  
Email: jcsick@esri.com  
Phone: 9093695919 x5919

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*The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at [https://esri.com/content/dam/esri/sites/media/legal/product-specific-terms-of-use/f300.pdf](https://esri.com/content/dam/esri/sites/media/legal/product-specific-terms-of-use/f300.pdf), and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at [https://go.esri.com/MAPS](https://go.esri.com/MAPS) apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 81.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at [https://www.esri.com/en-us/legal/terms/state-supplemental](https://www.esri.com/en-us/legal/terms/state-supplemental) apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.*

CUSICKJ  
This offer is limited to the terms and conditions incorporated and attached herein.
Quotation # Q-469935

Date: May 2, 2022
Customer # 332737  Contract # M-7003 CONTRACT #COMP-0098

County of Gloucester
Public Works Dept
1200 N Delta Dr
Clayton, NJ 08312

ATTENTION: Joe Ward
PHONE: (856) 307-6650
EMAIL: jward@co.gloucester.nj.us

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*Pricing reflects NJ State Contract: M7003/17-COMP-0098
**When submitting a Purchase Order please include the following note: "Subject to Master Purchase Agreement No. 17-COMP-0098". Contingent upon renewal of current terms or execution of an updated Master Purchase Agreement, which will take precedence over any other terms and/or customer ordering documents.
Quotation # Q-469935

Date: May 2, 2022
Customer # 332737 Contract # M-7093 CONTRACT
#COMP-00098

County of Gloucester
Public Works Dept
1200 N Delsea Dr
Clayton, NJ 08312

ATTENTION: Joe Ward
PHONE: (856) 307-6650
EMAIL: jward@co.gloucester.nj.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an Invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:
_____ I agree to pay any applicable sales tax.

_____ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative ____________________________ Date ____________

Name (Please Print) ____________________________

Title __________________________________________

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Justin Cusick
Email: jcusick@esri.com
Phone: 9093695919 x5919

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/mediadoc/product-specific-terms-of-use/97300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

CUSICKJ This offer is limited to the terms and conditions incorporated and attached herein.
RESOLUTION AUTHORIZING ACCEPTANCE AND AN AGREEMENT OF THE
COMMUNICATION ACCESS SERVICES GRANT FUNDING FROM THE STATE OF
NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, DIVISION OF THE DEAF
AND HARD OF HEARING, IN AN AMOUNT NOT TO EXCEED $75,000.00.

WHEREAS, the Gloucester County Department of Health and Human Services, through
the Division of Human & Special Needs, submitted a response, dated March 24, 2022, to the
Request for Letters of Interest from Communication Access Services, posted on the State of New
Jersey, Department of Human Services website on February 11, 2022; and

WHEREAS, on April 1, 2022, the State of New Jersey, Department of Human Services,
Informed the County that the Letter of Interest was accepted for final award, subject to successful
completion of contract and budget negotiations had been accepted; and

WHEREAS, the State of New Jersey, Department of Human Services, Division of the
Deaf and Hard of Hearing is awarding the County grant funding by way of the Communication
Access Services Grant Funding in an amount not to exceed $75,000.00 to purchase and install
hearing induction loops, including the educational component, and public videophones along
with associated connectivity costs; and this project will include the Gloucester County
Surrogate’s Office, County Clerk Office, and the Congregation B’Nai Tikvah Beth Isreal
(CBTBI) with an initial payment of $45,000.00 issued to the County no later than May 4, 2022,
and remaining grant funds issued as a second payment no later than July 31, 2022 with all
funding expended by 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 Agreement in connection with the State of New
Jersey, Department of Human Services, Division of the Deaf and Hard of Hearing and any other
documents, certifications, or assurances for acceptance of the Communication Access Services
Grant Funding; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby
confirms that the County shall comply with all applicable state and federal regulations, and
designates the County Department of Health and Human Services with the responsibility for
grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County
of Gloucester held on Wednesday, May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
AGREEMENT
IN CONNECTION WITH
THE DIVISION OF THE DEAF AND HARD OF HEARING FOR COMMUNICATION
ACCESS SERVICES GRANT FUNDING

This agreement ("Agreement") is made effective as of May ___, 2022, by and between Gloucester County, whose address is 115 Budd Boulevard, West Deptford, NJ 08096, and the State of New Jersey, Department of Human Services ("DHS") (collectively, the "Parties").

RECITALS

WHEREAS, New Jersey residents who are deaf, hard of hearing, or deaf-blind face communication and language barriers in accessing county and community-based services, critical health/emergency information, public services, and public educational programming;

WHEREAS, the mission of the DHS, Division of the Deaf and Hard of Hearing ("DDHH") is to provide education, advocacy, and direct services to eliminate barriers and promote increased accessibility to programs, services, and information routinely available to the State’s general population;

WHEREAS, DDHH seeks to promote inclusion of deaf and hard of hearing residents in their county’s services and programs;

WHEREAS, DHS has made grant funding available to support county-level Communication Access Services ("CAS"), such as the installation of hearing induction loops, installation of public videophones and associated connectivity costs, expansion of access to sign language interpreters, expansion of access to captioning services, and development and/or provision of community, educational, or healthcare-related programming or services accessible in American Sign Language;

WHEREAS, Gloucester County submitted a responsive Letter of Interest detailing plans for an appropriate project to receive such grant funding; and

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. The recitals are incorporated by reference as if set forth at length herein.

2. The Parties agree the agreement between Gloucester County and DHS in connection with CAS consists of the following documents (which shall be collectively referred to as the "Contract"):

   A. This Agreement;
   B. The DHS Standard Language Document, signed on May ___, 2022 ("SLD");
   C. The Request for Letters of Interest for Communication Access Services posted to the DHS website on February 11, 2022;
   D. Letter of Interest from Gloucester County dated March 24, 2022, including the budget and timeline.
In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking).

3. Gloucester County shall maintain all records derived from and in support of the Contract for a period of seven (7) years after the Contract has expired or been terminated, except to the extent that such retention is inconsistent with the requirements of applicable state or federal law.

4. Subject to available appropriations, an initial payment of $45,000 shall be issued to the County no later than May 4, 2022, with remaining grant funds issued as a second payment no later than July 31, 2022. The County shall submit to DHS a final report of expenditures and return to DHS any unspent grant dollars no later than June 30, 2023.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf on the day and year as designated below.

Gloucester County

Signature

[Signature]

Print Name and Title

Frank J. D. Narco, Director

Date

State of New Jersey
Department of Human Services

Signature

[Signature]

Print Name and Title

Elizabeth Hill, Executive Director, Division of the Deaf and the Hard of Hearing

Date
STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the
signature page between the Department and the Provider Agency
identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the
"Department") has been duly designated under the authority of N.J.S.A.
30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the
administration of social service and training programs and has, in
turn, designated the Departmental Component to be directly responsible
for the funding, implementation and administration of certain social
service and training programs, including the program(s) covered by this
Contract; and

WHEREAS the Department desires that the Provider Agency provide
services and the Provider Agency has agreed to provide services in
accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

Additional Insured means an endorsement to an insurance policy
extending the coverage to the State of New Jersey against loss in
accordance with the terms of the policy. Designating the State as an
additional insured permits the Department to pay the premium should the
insured fail to do so.

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

Consumer means an individual receiving services from or funded in
whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional
appendices or attachments (including any approved assignments,
subcontracts or modifications) and all supporting documents. The
Contract constitutes the entire agreement between the parties.
Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. Basic Obligations of the Department

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract
shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: 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 non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under
this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves a Consumer’s PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency’s use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports (“Records”) that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer’s parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer’s current medical condition to any relative, friend, or to the consumer’s personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer’s current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seg.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the
Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or a portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of $17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.
If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of $50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us/.

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, 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 or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, 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 or disability. Such action shall include, but not be limited to the following: employment; promotion; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and, selection for training, including apprenticeship. The Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or disability.
The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Provider Agency or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry...
out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

(a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

(b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

(c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;

(e) accounting records supported by source documentation;

(f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and

(g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.
Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

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 Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of $2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of $2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such...
contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days’ advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.
The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed
assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,
expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the
opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of
such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be
reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

**Full-time Salary Compensation Limitation Schedule**
Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

a) Over $20 million, the limitation shall be $141,000 (Benchmark Salary),
b) Over $10 million, but less than or equal to $20 million the limitation shall equal 90% of the Benchmark Salary ($126,900),
c) Over $5 million, but less than or equal to $10 million the limitation shall equal 85% of the Benchmark Salary ($119,850),
d) Less than $5 million, the limitation shall equal 75% of the Benchmark Salary ($105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);
(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of $212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse’s compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency’s policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and
overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) **General Provisions:**

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, http://www.gsa.gov. for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars ($250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars ($250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar ($250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider
Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks, supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of $5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;
(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed $25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.
(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.
Daniel Prupis  
New Jersey Division of the Deaf and Hard of Hearing  
Communication Access Services  
222 S. Warren Street  
Trenton, NJ 08608  

March 24, 2022  

Gloucester County Board of County Commissioners is pleased to submit this letter of interest for $75,000 to purchase and install hearing induction loops, including the educational component, and to purchase and install public videophones along with associated connectivity costs. This project will include the Gloucester County Surrogate’s Office, County Clerk Office, and the Congregation B’nai Tikvah Beth Israel (CBTBI).  

Gloucester County has a population of almost 300,000 residents. It is located just southeast of Philadelphia, bordering Camden, Cumberland, Salem Counties.  

This grant is to be used to promote communication and language access for deaf, hard of hearing, and deaf-blind residents of all ages. This will be done by providing installation of hearing induction loops, and public videophones; expanding access to sign language interpreter services; expanding access to captioning services and/or the development and/or provision of community/educational or healthcare-related programming or services accessible in American Sign Language.  

The purpose of Gloucester County’s Department of Health & Human Services Division of Human & Special Services is to coordinate and administer the activities and human services needs of the county and to promote and facilitate the maximum independence and participation of our residents with disabilities in all aspects of community life. This is accomplished through planning by various boards and commissions and through the provision of home and community services. The division has a network of agencies and other governmental divisions they collaborate/partner with that encompasses the full continuum of human service’s needs.
Project Description:

According to the most current census, Gloucester County has over 66,000 residents over the age of 60 (22%). The county has over 9,000 (4%) veterans and almost 10,000 residents with hearing loss. Congregation B’nai Tikvah Beth Israel (CBTBI) has approximately 200 members, including many elderly with hearing loss.

Gloucester County Clerk’s Office provides many services to the resident of the county such as passports, land records, election services, veteran services, business trade names and public notaries. The satellite office for the county clerk processed over 11,000 passports, took 16,000 passport photos and processed 800 notary oaths. They also issued 100 veteran ID cards.

Gloucester County Surrogate’s Office oversees all matters regarding estates, guardianships of minor funds, adoptions and guardianships of incapacitated adults. Last year the office served over 2,600 residents including over 100 guardianship conservatorships, 283 affidavits of next of kin, 300 affidavits of surviving spouse and assisted with almost 1,100 self-proving probate.

Both of these offices have a high volume of public interaction.

Gloucester County seeks to purchase hearing induction loops for the Ceremonial Courtroom located at the courthouse in Woodbury. This room is not only used for court but also for many county meetings including County Commissioner Meetings. This would allow any resident to attend the meeting and not have to disclose they have a hearing loss. The County would also like to purchase two (2) under the counter units for the County Surrogate’s Office and County Clerk’s Office plus a portable countertop unit for one-to-one conversations for the County Store which is a satellite office of the County Clerk.

Gloucester County will work with CBTBI for the installation of hearing induction loop for their sanctuary. CBTBI has a congregation of more than 125 families and is active in the community and participates in interfaith services. They are a member of the Family Promise of South Jersey where CBTBI serves as a support congregation to a neighboring host congregation, assisting in providing meals and welcoming care.

Gloucester County seeks to purchase a public videophone system for the County Surrogate’s Office which would be used by staff during the intake process for individuals that are deaf by taking advantage of the close captioning component.

These pieces of equipment will provide more accessibility to county residents that have a hearing loss in a less stigmatizing environment.

Project Goals:

As the lead agency, Gloucester County Division of Human & Special Services will coordinate the purchase and installation of hearing induction loops for the Ceremonial Room of the County Courthouse, under the counter units for the Surrogate and County Clerk’s Offices, portable countertop unit for one-to-one conversations for the County Store, and public videophone system for the Surrogate’s Office. The Division will work closely with the County Buildings & Grounds Department, IT Department, Purchasing Department, Legal Department, Surrogate’s & County Clerk’s Office staff plus the vendors Audio Directions and COREOBTS (CISCO).
Gloucester County Division of Human & Special Services will work closely with CBTBI to coordinate the purchase and installation of the hearing induction loops in their sanctuary.

The Division will serve as point of contact for all training & education for all equipment.

Project Implementation

Gloucester County Division of Human & Special Services will process the quotes it has received once being notified of the award of the grant.

March- Notify all parties award of the grant
April- Draft and Process all contracts/agreements for procurement of services
May/June- installation and training on all equipment

Budget Narrative

The request is for $75,000. A budget overview, along with a narrative, is provided below: Budget request breakdown is based on proposals submitted by Audio Directions and COREOBTS (Cisco). Excerpts are listed below; full proposals are available for review and submission as further documentation if needed.

Budget breakdown for Installation of Hearing Induction Loops (Audio Direction)

1. Phased Array Loop installed with Cooper Tape on concrete floor beneath the carpet, includes 8 loop listeners to be installed in Ceremonial Courtroom. $35,775

2. Under counter units to be installed in County Surrogate and Clerk’s Office @ $1,250 per unit for a total cost of $2,500

1. Portable countertop unit for one-to-one conversations to be installed at County Store for $1,495

1. Phased Array Loop installed with Cooper Tape on concrete floor beneath carpet to be installed at CBTBI for a total cost of $15,114

Budget breakdown of Public Videophone System (COREOBTS/CISCO)

WebEx $9,820
2 (CS-DESKPRO-K9) WebEx Desk Pro units @ $3,956 a piece for a total of $7,912
2 (CON-SSSNT-CS9DESKP) SOLN SUPP BXSNBD Cisco WebEx Desk Pro @ $953 for a total of $1,907.

Included in this section are power cords, power transformer, UUS C-UBSC cable 1.8 meters long, 1.5 m GREY HDMI 2.0, WebEx Desk Pro Stylus, CAB ETHERNET, Desk stand & amp; connector cover and Fabric Speaker Grille

A-Flex $1,296
3 (A-FLEX-NUM-MC) NU Meetings-Meeting Center 36 months @ $432 for a total of $1,296

This section includes collaboration Flex Plan 3.0, basic support for flex plan contact center, included VoIP, WebEx cloud recording storage entitlement, meeting entitlement, file entitlement, ProPack for Cisco Control Hub entitlement and messaging named user entitlement
Professional Services/Freight $9,000
1 (CORE-PS-NTWRK-FF) Network Professional Services @ $9,000

Installation of Hearing Induction Loop $54,884.00
Public Videophone System $20,116.00

TOTAL: $75,000

Gloucester County is excited to bring more accessibility to the residents of the county. Gloucester County strives to be inclusive and responsive to needs of the community. It is our hope that you look favorably upon this request and look forward to working with you on this and future projects.

Thank you in advance for your time and attention

Sincerely

Lisa A. Cerny, Director
GC Division of Human & Special Services

Cc: Frank J. DiMarco, Commissioner Director
    Jim Jefferson, Commissioner Liaison
    Chad M. Bruner, County Administrator
    Michelle Coryell, Deputy County Administrator
    Michelle L. Baylor, Director Health & Human Services
CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 33 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: ____________________________ BY: ____________________________
   (signature)                      (signature)

Frank J. Naugle                        Elizabeth Hill
   (type name)                     (type name)

TITLE: Director                      TITLE: Executive Director
   (type)                          (type)

PROVIDER AGENCY: Gloucester County
   (type)

DEPARTMENTAL COMPONENT: Division of the Deaf and
                        Hard of Hearing
   (type)

DATE: ____________________________ DATE: ____________________________

Contract Effective Date: ______________
Contract Expiration Date: ______ n/a ______
Contract Number: ______ 22-RLI-3 ______
Contract Ceiling: ______ $75,000 ______
Federal ID#: ______ n/a ______

Provider Contact Individual: ____________________________
   (Print Name)
April 1, 2022

Lisa A. Cerny  
Director, County of Gloucester  
Department of Health & Human Services  
115 Budd Blvd  
West Deptford, NJ 08096  
lcerny@co.gloucester.nj.us

Dear Ms. Cerny:

I am very pleased to inform you that your Letter of Interest ("LOI") has been accepted for final award, subject to successful completion of contract and budget negotiations. The contract (the "Contract") is subject to availability of funds, satisfactory performance, as well as compliance and completion of all required and/or requested reports.

Department of Human Services ("DHS") staff will be in contact with you in the coming days so that we may negotiate and finalize your Contract, which will be shaped by the representations made in your LOI. DHS also has some questions regarding your LOI that will need to be addressed through the contract and budget negotiation process. The Contract will reflect the grant funding to promote communication and language access for deaf, hard of hearing, and deaf-blind residents of all ages, as described in the Request for Letters of Interest posted on February 11, 2022 ("RLI") and the LOI submitted by the County.

The Contract ceiling for this award will not exceed $75,000.

Please note that the award is contingent on contract negotiation and that if, any time before or during the contract negotiations, it is found that your County has misrepresented any material fact or its ability to handle the funding appropriately in accordance with your LOI, the award may be rescinded. If this occurs, the rescission shall be made in writing, specifying why the award has been withdrawn.

The Contract is not binding until funding has been verified and all Contract documents are signed by both parties.
Thank you for your successful submission. DHS looks forward to working with Gloucester County.

Sincerely,

Elizabeth Hill
Director, Division of Deaf and Hard of Hearing
C-2 Form

Communications Access Grant (D&HH)

Outside Services $75,000.00
GRANT REQUEST FORM

DATE: April 29, 2022

1. TYPE OF GRANT
   X: NEW GRANT    RENEWAL

2. GRANT TITLE: Communication Access Services


4. DATE APPLICATION DUE TO GRANTOR: 3/25/2022

5. CFDA NUMBER:

6. STATE GRANT NUMBER:

7. COUNTY DEPARTMENT: Division of Human & Special Services

8. DEPT. CONTRACT PERSON & PHONE NO. 856-384-6874

9. NAME OF FUNDING AGENCY: NJ Division of Deaf & Hard of Hearing

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Installation of hearing induction loops in various county offices along with public video conference system. Hearing induction loops will be installed in faith-based organization as well.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? X

12. INDIRECT COST (IC) RATE 0 %

13. IC CHARGED TO GRANT: $0

14. FINANCIAL:
   REQUESTED  MANDATED
   GRANT FUNDS  $ 75,000
   CASH MATCH  $  
   IN-KIND MATCH  $  
   TOTAL PROGRAM BUDGET $ 75,000
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

  TOTAL SALARY & WAGES (a): $ _____________________________

  TOTAL OTHER EXPENSES (b): $ 75,000 ______________________

  TOTAL FRINGE (c): $ _____________________________

  TOTAL PROGRAM COST (d): $ 75,000 ______________________

  TOTAL GRANT FUNDING (e): $ 75,000 ______________________

  TOTAL COUNTY FUNDING (f): $ _____________________________

DEPT. HEAD: __Lisa A. Cerny______________________________

           Signature

DATE: _______________ May 3, 2022_________________________

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE
FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER’S OFFICE:

  □ GRANT REQUEST FORM
  □ GRANT REVIEW SHEET
  □ C-2 FORM
  □ GRANT APPLICATION
  □ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND
FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAANTEES.
BUDGET AMENDMENT FORM

DATE: April 29, 2022

1. GRANT TITLE: Communication Access Services Grant

2. DEPARTMENT: Gloucester County Division of Human & Special Needs

3. FUNDING AGENCY CONTACT PERSON: Jesenia Frascella

4. FUNDING AGENCY PHONE NUMBER: 609-571-5732

5. GRANT AMOUNT: $75,000.00

6. A. CASH MATCH AMOUNT: $__________________________
   (Attach mandated documentation)

   B. IN-KIND MATCH: $__________________________

   C. MODIFICATION AMOUNT: $__________________________

   D. NEW TOTAL: $75,000.00


9. HOW DOES COUNTY RECEIVE PAYMENT?:
   MONTHLY: ____________________________
   QUARTERLY: ____________________________
   END OF CONTRACT: ____________________________
   ADVANCE: ____________________________
   OTHER (EXPLAIN): Two payments: 5/4/2022 & 7/31/2022

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO ___
    ARE THEY MONTHLY ___ QUARTERLY ___ END OF CONTRACT X___

    LIST DATES REPORTS ARE DUE: ____________________________
11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES   X   NO   
   (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING 
   SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES ___ NO: X ___  
   EXPLAIN: ________________________________

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET 
   RESOLUTION: ____________________________
   Installation of hearing induction loops in the Ceremonial Courtroom, 
   Surrogate's Office, County Clerk's Office & Congregation B'hai Tikvah Beth Israel and 
   a Public Video Conference system in the Surrogate's Office.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
   YES _______ NO ______ X_____

   DEPARTMENT HEAD: ___________ Lisa A. Cerny ____________  
   ____________________________ Signature

   DATE: ___________ May 3, 2022 ____________

   ***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE 
   INCLUDE:
   ☐ COMMITMENT LETTER 
   ☐ SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE 
   ☐ BUDGET PAGE C-2 WITH EXPLANATIONS

   *ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS 
   REQUIRED
RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC., TO INCREASE THE CONTRACT AMOUNT BY $35,000.00, FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $344,643.00 THROUGH DECEMBER 31, 2022

WHEREAS, the County awarded a contract on February 17, 2021, per RFP# 21-014, to Maryville, Inc., as there exists a need for the County to contract for the provision of residential treatment, detoxification services, outpatient treatment, and Sober Living/Oxford House; and

WHEREAS, the contract was awarded for a term from January 1, 2021 to December 31, 2023, with the option to extend for two (2) one (1) year terms, in an amount not to exceed $268,649.00 per year, of which an amount not to exceed $180,549.00 per year is the allocation for Sober Living/Oxford House; and

WHEREAS, on January 19, 2022, the contract was amended to increase the contract amount by an amount not to exceed $40,994.00, resulting in a new total contract amount not to exceed $309,643.00 through December 31, 2022 and now it is necessary to increase the allocation for Sober Living/Oxford House by an amount not to exceed $35,000.00, resulting in a new total contract amount not to exceed $344,643.00 through December 31, 2022, due to a change in demand for additional clients and the availability of additional grant funding; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the contract between the County of Gloucester and Maryville, Inc. to increase the contract amount by $35,000.00, resulting in a new total contract amount not to exceed $344,643.00, through December 31, 2022; and

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

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, May 25, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
MARYVILLE, INC.

THIS is an Amendment to a contract entered into on the 17th of February, 2021 (Per RFP #21-014), by and between the County of Gloucester and Maryville, Inc. (Contractor).

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

The contract is amended to increase the contract amount by $35,000.00, resulting in an amount not to exceed $344,643.00, through December 31, 2022, it is necessary to increase the allocation for Sober Living/Oxford House due to a change in demand for additional clients and funding availability.

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

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

THIS AMENDMENT is effective as of the 25th day of May, 2022.

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

MARYVILLE, INC.

ATTEST:

By:
Title:
RESOLUTION AUTHORIZING A CONTRACT AND END USER LICENSE AGREEMENT (EULA) WITH GRAYSHIFT, LLC FROM JUNE 30, 2022 TO JUNE 29, 2023 FOR $27,995.00

WHEREAS, the County of Gloucester (“County”), through the Prosecutor’s Office has the need for a license renewal from GrayShift, LLC, for the GrayKey device used for forensic access technology which is only available to law enforcement and government investigative agencies to extract digital evidence from locked and encrypted mobile devices, to help accelerate investigations and solve cases; and

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

WHEREAS, said goods and services can be provided by Grayshift, LLC of 931 Monroe Drive, NE, Suite A102-340, Atlanta, GA 30308, from June 30, 2021 to June 29, 2022 for $27,995.00; and

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

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-03834, which amount shall be charged against budget line item 2-01-25-275-001-20370.  

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to the Contract and End User License Agreement (EULA) with Grayshift, LLC regarding the GrayKey device used for forensic access technology, from June 30, 2022 to June 29, 2023 for $27,995.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
**SALES TAX ID # 21-6000860**

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<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<tr>
<td>1.00</td>
<td>Graykey License - Advanced Unlimited Consent and BFU Extractions 225 APU, Instant Unlock or Brute Force Advanced actions Action Credits Include 225 Renewal for serial numbers: 68059dead4391b06 6/30/22 - 6/29/2023 Part - GKL-GNF-AD</td>
<td>2-01-25-275-001-20370 Equipment Svc Maintenance Agreements</td>
<td>27,995.0000</td>
<td>27,995.00</td>
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**TOTAL** 27,995.00

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**CLAIMANT'S CERTIFICATE & DECLARATION**

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

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**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.

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<th>DEPARTMENT HEAD</th>
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**APPROVAL TO PURCHASE**

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

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<tr>
<th>TREASURER / CFO</th>
<th>QUALIFIED PURCHASING AGENT</th>
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VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GRAYSHIFT, LLC

THIS CONTRACT is approved the 25th day of May, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at
2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "Count", and
GRAYSHIFT, LLC with offices at 931 Monroe Drive, NE, Suite A102-340, Atlanta, GA
30308, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has a need for renewal of the license (EULA)
relative to the GrayKey device, Serial Number 680059dead4391b06, used by the County
Prosecutor’s office to extract digital evidence from locked and encrypted mobile devices; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for a period of one (1) year from June 30, 2022 to June 29,
2023.

2. COMPENSATION. Contractor shall be compensated the total amount of $27,995.00
for the GrayKey license-advanced, with relative features as set forth in Contractor’s Quote
Number Q-12979-2.

Contractor shall be paid in accordance with this Contract document within 30 days upon
date of an invoice and a properly executed voucher. After approval by County, the payment
voucher shall be placed in line for prompt payment.

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this document, the End User License Agreement (EULA), and Contractor’s Quote Number Q-02278-4. Should there occur a conflict between this Contract and the documents identified above, then this Contract shall prevail.

**THIS CONTRACT** was approved on the day and year first above written.

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

---

**GRAYSHIFT, LLC**

---

By:
Title:
invoice until the necessary details are provided.

3. **DUTIES.** The specific duties of the Contractor shall be for provision of the GrayKey license-advanced, unlimited consent and BFU extractions, 225 AFU, instant unlock or brute force advanced actions, as set forth in this Contract and the End User License Agreement (EULA) and as per Contractor's Quote number Q-12972-2, all of which are incorporated herein and made a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.
f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This Contract was awarded through a non-competitive process in compliance with N.J.S.A. 19:44A-20.4 et seq. and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the Contract. Further, the signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor, will not make a reportable contribution during the term of the Contract to any political party committee in Gloucester County, if a member of that political party is serving in an elective public office of Gloucester County when the Contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the Contract is awarded.

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

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

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

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

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

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

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

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
Grayshift LLC
931 Monroe Drive NE Suite A102-340
Atlanta, GA 30308
USA
Phone: (833) 472-9539

Ship To
Nicholas Schock
Grayshift LLC
931 Monroe Drive NE Suite A102-340
Atlanta, GA 30308
USA
Phone: (833) 472-9539

Billing Address
Nicholas Schock
Gloucester County Prosecutor's Office
70 Hunter St
Woodbury, New Jersey 08096
United States
n.schock@co.gloucester.nj.us

<table>
<thead>
<tr>
<th>SALESPEoRN</th>
<th>EMAIL</th>
<th>DELIVERY METHOD</th>
<th>PAYMENT TERMS</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kayce Hochsvar</td>
<td><a href="mailto:khochevar@grayshift.com">khochevar@grayshift.com</a></td>
<td>Digital</td>
<td>Net 30</td>
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All prices below are in U.S. Dollar

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<tr>
<th>PRODUCT NAME</th>
<th>START</th>
<th>END</th>
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<td>GrayKey License - Advanced</td>
<td>6/20/2022</td>
<td>6/29/2023</td>
<td>OKL-ONF-AD</td>
<td>1.00</td>
<td>27,995.00</td>
<td>27,995.00</td>
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<tr>
<td>or Brute Force Advanced actions</td>
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<td>Action Credits Included: 225</td>
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**TOTAL:** USD 27,995.00
Quote Terms

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA")
- Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at https://grayshift.com/terms
- License Term = 12 months
- The final invoice may include tax if applicable
- Your contract will start on [Date] and will end after license term
- Please reference quote number on payment method

Payment Terms

- Non-payment thirty days after issuance of your invoice may result in a suspended license
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is $100 but there is, for example, 10% withholding, Grayshift will still directly be paid $100. The payer may need to "gross up" the overall payment so the amount due Grayshift after any withholding is $100

Terms & Conditions

For online licenses only (not acceptable for the purchase of expansion packs), a signed quote is acceptable in lieu of a purchase order to execute this order under the following conditions:

a. The intended licensor identified in the quote does not require the issuance of a Purchase Order, and

b. The above quote is of a total value less than $50,000 USD

By signing this quote, you certify that the above is accurate and that you are an authorized representative of the intended licensor identified in this quote with the authority to enter into this agreement.

Signature: ___________________________ Effective Date: __/__/____
Name (Print): ________________________ Title: ________________________

Please sign and email to Kayce Hochover at khochover@grayshift.com

Grayshift LLC
THANK YOU FOR YOUR BUSINESS!

Page 2 of 2
RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY SHERIFF’S OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE (LESO) 1033 PROGRAM AND TO ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to municipal, county and State law enforcement agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA, and participation in the 1033 Program allows municipal and county LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and, although property is provided through the 1033 Program at no cost to municipal and county LEAs, however these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through the 1033 Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Gloucester County Sheriff’s Office is hereby authorized to enroll in the 1033 Program for no more than a one-year period, specifically from January 1, 2022 to December 31, 2022; and

BE IT FURTHER RESOLVED that Gloucester County Sheriff’s Office is hereby authorized to acquire items of non-controlled property designated “DEMIL A,” which may include but not be limited to office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Gloucester County Sheriff’s Office, without restriction; and

BE IT FURTHER RESOLVED that Gloucester County Sheriff’s Office is authorized to acquire the following “DEMIL B through Q” property, if it shall become available in the period of time for which this Resolution authorizes, specifically items listed on the attached Exhibit A-Controlled Item List; and

BE IT FURTHER RESOLVED that the Chief Law Enforcement Officer shall develop and implement a full training plan and policy for the maintenance and use of the acquired property; and, that the Gloucester County Sheriff’s Office shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately, and shall be valid to authorize requests to acquire “DEMIL A” property and “DEMIL B through Q” property that may be made available through the 1033 Program during the period of time for which this Resolution authorizes; with Program participation and all property request authorizations terminating on December 31st of the current calendar year from January 1, 2022 to December 31, 2022.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on May 25, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,
CLERK OF THE BOARD
DEMIL A

Items including, but not limited to, office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which the Resolution authorizes, based on the needs of the Gloucester County Sheriff's Office, without restriction.

DEMIL B through Q
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
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<tbody>
<tr>
<td>AUTOMOBILE, SEDAN</td>
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<tr>
<td>AUTOMOBILE, WAGON</td>
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<tr>
<td>BODY SHIELD</td>
</tr>
<tr>
<td>BREACH SYSTEM</td>
</tr>
<tr>
<td>BREACHING RAM</td>
</tr>
<tr>
<td>BREACHING SYSTEM</td>
</tr>
<tr>
<td>CAR, ARMORED</td>
</tr>
<tr>
<td>CARTRIDGE, 12 GAUGE SHOTGUN, NON-LETHAL</td>
</tr>
<tr>
<td>CARTRIDGE, 40 MM</td>
</tr>
<tr>
<td>COMMUN. EQUIP, SOMS-B</td>
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<tr>
<td>CUTTER HEAD, HYDRAULIC BREACHING AND EXTRICATION TOOL</td>
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<tr>
<td>DRONES</td>
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<tr>
<td>FACE SHIELD, MILITARY, RIOT CONTROL</td>
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<td>FACE SHIELD, RIOT CONTROL</td>
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<tr>
<td>GOGGLES, PROTECTION, RIOT CONTROL</td>
</tr>
<tr>
<td>GUN, PORTABLE RIOT CONTROL</td>
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<td>HELMET, POLICE</td>
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<td>HELMET, SAFETY</td>
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<td>KIT, MECHANICAL BREA</td>
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<td>KIT, RIOT PROTECTION</td>
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<tr>
<td>LIGHT ARMORED VEHICLE</td>
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<td>MODIFICATION KIT, GUN, WEAPON</td>
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<td>MUNITION, CROWD CONTROL MODULAR, NON-LETHAL</td>
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<td>NON-BALLISTIC BODY SHIELD</td>
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<td>NON-LETHAL WEAPONS CAPABILITIES SET</td>
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<td>ONLY COMPLETE COMBAT/ASSAULT/TACTICAL WHEELED VEHICLES</td>
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<tr>
<td>PROTECTIVE SHIELD, T</td>
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<td>RAM, BATTERING</td>
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<td>RAM, DOOR, MINI</td>
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<td>RIOT CONTROL SHIELD</td>
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<td>SECURITY VEHICLE</td>
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<td>SHIELD, PERSONAL PROTECTIVE</td>
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<td>SHIELD, SELF-PROTECTION</td>
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<td>SHOP EQUIPMENT, CONTACT MAINTENANCE</td>
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<tr>
<td>SHOP SET, CONTACT MAINTENANCE, TRUCK MOUNTED (ENGINEER)</td>
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<tr>
<td>SHOP SET, CONTACT MAINTENANCE, TRUCK MOUNTED (ORDNANCE)</td>
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<td>SIGHT, THERMAL</td>
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<td>SLEDGE HAMMER</td>
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<td>TOOL, BREAKER, HINGE</td>
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<td>TRAINING KIT, DEMOLITION</td>
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<tr>
<td>TRUCK, ARMORED</td>
</tr>
<tr>
<td>TRUCK, CARGO</td>
</tr>
<tr>
<td>TRUCK, COMMAND RECONNAISSANCE</td>
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<td>TRUCK, DUMP</td>
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<td>TRUCK, MAINTENANCE</td>
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<td>TRUCK, PANEL</td>
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<td>TRUCK, UTILITY</td>
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<td>TRUCK, VAN</td>
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<tr>
<td>UP ARMORED NTVS</td>
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<tr>
<td>UTILITY VEHICLE, OFF ROAD</td>
</tr>
</tbody>
</table>
DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter
(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: Gloucester County Sheriff's Office
*Agency Physical Address: 70 Hunter Street
*State: NJ  *Zip Code: 08096
*Phone #: (856) 384-4631
*Email: mrowe@co.gloucester.nj.us
*City: Woodbury
*NCIC P.O. Box or Address

Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: [98] *Part-time:

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

Undersheriff

#1 *Official Title / Rank

Mark Rowe

mrowe@co.gloucester.nj.us

First Name

*Last Name

(856) 384-4631

Email

Phone Number

POC (Aircraft/Small Arms/Vehicle)

Chief Sheriff's Officer

#2 *Official Title / Rank

Steve Brown

sbrown@co.gloucester.nj.us

First Name

*Last Name

(856) 384-4699

Email

Phone Number

POC (Aircraft/Small Arms/Vehicle)

Detective

#3 *Official Title / Rank

Mark Barow

mbarow@co.gloucester.nj.us

First Name

*Last Name

(856) 853-3337

Email

Phone Number

POC (Aircraft/Small Arms/Vehicle)

Sergeant

#4 *Official Title / Rank

Derek Barow

cbarow@co.gloucester.nj.us

First Name

*Last Name

(856) 384-4622

Email

Phone Number

POC (Aircraft/Small Arms/Vehicle)

#5 *Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#6 *Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#7 *Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

Application Version: March 2022

Page 1 of 2
SECTION 2: RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and e) that my agency has a signed copy of the SPO on file.

☑ I am signing this document as the CLEO of this law enforcement agency.
*(Check only one): In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

<table>
<thead>
<tr>
<th>Sheriff</th>
<th>Sammons</th>
<th>Jonathan</th>
</tr>
</thead>
<tbody>
<tr>
<td>*TITLE</td>
<td>*PRINTED FIRST NAME:</td>
<td>*PRINTED LAST NAME:</td>
</tr>
<tr>
<td><a href="mailto:jsammons@co.gloUCESTER.nj.us">jsammons@co.gloUCESTER.nj.us</a></td>
<td>Jonathan M. Sammons</td>
<td>04/07/2022</td>
</tr>
<tr>
<td>*EMAIL</td>
<td>*SIGNATURE</td>
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</tr>
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</table>

SECTION 3: RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and d) that the LEA has a signed copy of the SPO on file.

| PRINTED NAME FIRST & LAST | SIGNATURE | DATE |

SECTION 4: RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: 

*LESO Authorized Signatory: 
*Signature

*Screener letter is valid one year from this date: 

Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

LESO Notes:
Law Enforcement Support Office (LESO)

Instructions for completing an Application for Participation/Authorized Screeners Letter

SECTION 1

(*Indicates a required field)

The LESO will only accept applications from the State Coordinators office. DO NOT send directly to the LESO.

*ORI number: Enter the law enforcement originating agency identifier (ORI) number assigned to the agency. If the agency does not have a law enforcement ORI, please contact your State Coordinator. Law enforcement ORI numbers consist of 9 alpha/numeric characters (Ex. ME300100). Positions 1 and 2 are alphabetical characters representing the state or country the agency is located (Ex. ME00100).

Note: The LESO Program coordinates with DLA Office of Inspector General (OIG) for ORI number validation against the Federal Bureau of Investigation’s National Crime Information Center (NCIC) data base.

*Agency name: Enter official agency name.

*Physical address: Enter physical address of your agency.

*NCIC P.O. box or other address: If National Crime and Information Center (NCIC) has a P.O. box listed for the agency address, or address is different than agency physical address (i.e. the NCIC terminal location) enter it in this section.

*City: Enter City name.

*State: Enter two-digit state abbreviation.

*Zip code: Enter zip code of agency address.

*Email address: Enter agency email address (Email address is used for automated system notifications).

*Phone number: Enter main agency phone number.

*Full-time & part-time officers: An agency must have at least one full-time law enforcement officer to enroll in the LESO Program. Only full-time and part-time officers may receive property. Non-compensated officers are not authorized to receive property.

Full-time: The number of full-time compensated officers with arrest and apprehension authority employed when at full strength/manning.

Part-time: The number of part-time compensated officers with arrest and apprehension authority employed when at full strength/manning.

Note: Both boxes MUST be filled in. If agency does not have part-time officers, enter “N/A” or “0” or line through the empty space (Ex. ————). This is ONLY acceptable in the part-time officer field.

*Reutilization, Transfer and Donation (RTD) Screener: Individual(s) authorized to search for equipment (on behalf of the agency) that may become available to law enforcement via the LESO Program. RTD Screeners must be employees of the agency. Contractors may not conduct screening on behalf of the agency. Agencies must identify at least 1 RTD Screener.

*Official Title/Rank: Ex. Chief, Sheriff, Investigator, Captain, Armorer, Pilot.

*First name: Enter first name as shown on a valid US driver’s license. Initials are not acceptable.

*Last name: Enter last name as shown on a valid US driver’s license.

*Email: Enter the RTD Screener’s email address.

*Phone number: Enter the RTD Screener’s phone number.

Point of Contact (POC): Enter “Aircraft”, “Small Arms” or “Vehicle” for the RTD Screener if designated as such by the agency. Enter “N/A” if not applicable.

Note: Identify the number of RTD Screeners deemed necessary by the agency. Fill in empty fields with “XXXX”, black-out the field, or line through. If more than 4 RTD Screeners are necessary, submit an additional application form marked with “1 of 2”, “2 of 2”, etc. in the lower or upper right corner.

SECTION 2: Reserved for Law Enforcement Agency Use Only

(*Indicates a required field)

The LESO will only accept applications from the State Coordinators office. DO NOT send directly to the LESO.

*Certification statement: This box must be checked prior to submission to the State Coordinator. Checking this box certifies your agency:

1) meets the definition of a law enforcement agency as defined by the LESO Program,
2) information contained on the application form is accurate,
3) agrees to update the application form if changes are made to the Chief Law Enforcement Officer (CLEO), agency address or RTD Screeners,
4) agency is abiding by the current version of the LESO approved State Plan of Operation (SPO),
5) agency has a signed copy of the SPO on file

Note: Agencies not meeting the definition of “Law Enforcement Agency” (as indicated on the application form) are unauthorized to participate in the LESO Program. Unauthorized participants include non-governmental entities such as private railroad police, private security, private academies, correctional facilities, and security police at private schools or colleges. Fire departments, by definition, are incapable to participate.

*Select the statement that best applies to the individual signing Section #3 (CHECK ONLY ONE BOX):

1. The CLEO is signing the application.

OR

2. An "Acting CLEO", "Interim CLEO" or other person with signature authority granted to their official position at the agency is signing the application.

**If this box is checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

*Title: Provide official title (ex. Sheriff, Chief).

*Printed name: Enter full name as indicated on a valid US driver’s license. Initials are not acceptable.

*Signature: Applications must be signed by the CLEO. Digital signatures are acceptable.

*Date: Enter date of signature. Applications must be submitted to the LESO within 30 days of both the CLEO and the State Coordinators office signatures.

SECTION 3: Reserved for State Coordinators Use Only

(*Indicates a required field)

The LESO will only accept applications from the State Coordinators office. DO NOT send directly to the LESO.

*Printed name: Enter full name as indicated on a valid US driver’s license. Initials are not acceptable.

*Signature: Applications must be signed by an authorized State Coordinator or State Point of Contact. Digital signatures are acceptable.

*Date: Enter date of signature. Applications must be submitted to the LESO within 30 days of both the CLEO and the State Coordinators office signatures.

Version March 2022
State Plan of Operation (SPO) between:

STATE OF NEW JERSEY

(State/United States Territory)

GLOUCESTER COUNTY SHERIFF’S OFFICE

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svs LSEO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, “State/LEA”, or “recipient LEA”.

   a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

   1) To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code §2576a):

      a) That it has obtained the authorization of the relevant local governing body authority (city council, mayor etc.) to participate in the Program.

         i) Pursuant to N.J.S.A. 40A:5-30.2.a, all applications submitted by any county or municipal LEA for participation in the 1033 Program shall be approved by a resolution adopted by a majority of the full membership of the governing body prior to transmittal of the application of participation in the Program.

         ii) The acquisition of any property by a participating county or municipal LEA shall be approved by a resolution adopted by a majority of the full membership of the local unit governing body. N.J.S.A. 40A:5-30.2.b.

      b) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
c) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

2) Pursuant to New Jersey law, where an LEA is seeking to obtain the below listed items, additional requirements are mandated.

a) Manned Aircraft, fixed or rotary wing  
b) Unmanned Aerial Vehicles  
c) Wheeled Armored Vehicles  
d) Wheeled Tactical Vehicles  
e) Command and Control Vehicles  
f) Firearms and Ammunition  
g) Explosives and Pyrotechnics  
h) Breaching Apparatus  
i) Riot Batons  
j) Riot Helmets  
k) Riot Shields

3) With respect to items identified in Paragraph 2.a. through k. of this Section, an LEA seeking to acquire these items must also certify or submit:

a) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;  
b) Evidence of approval or concurrence by the LEA’s civilian governing body (city council, mayor, etc.);  
c) The LEA’s policies and protocols on deployment of this type of property;  
d) Certifications on required training for use of this type of property; and  
e) Information on whether the LEA has applied, or has a pending application, for this type of property from another federal agency.

G) The (LEA name) will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the recipient LEA. The recipient LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the recipient LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the recipient LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a recipient LEA at any time.
f) General use of definitions/terms:

i) Demilitarization (DEMIL code)—a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) “Controlled property”—items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of “3”). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the recipient LEA. When a recipient LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating recipient LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) “Non-controlled” property”—items with a DEMIL code of A or Q (with an Integrity Code of “6”). These items are conditionally transferred to the recipient LEA and will remain on recipient LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the recipient LEA without issuance of further documentation. During this one year period, the recipient LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

1) The LEA receives title and ownership of DEMIL “A” and “Q6” property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or recipient LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

2) Sales/gifting of DEMIL “A” and “Q6” property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

3) After one year from ship date, DEMIL “A” and “Q6” property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item(s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The recipient LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the recipient LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.
b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

   State Coordinator (SC): Government Rep. 2 Darin Patrick

   State Point of Contact (SPOC): Sgt. Brian Stanker

   State Point of Contact (SPOC): Special Investigator Anthony Zeak

   State Point of Contact (SPOC):

ii) SC/SPOC Facility Information:

   Physical Mailing Address: River Road, PO Box 7068 West Trenton, NJ 08628

   Email: LESO@NJSP.ORG

   Phone Number: 609-963-6900 ext. 6773 or 6983

   Website: 

   Hours of Operation: 8:00 am - 3:30 pm M-F

iii) Funding to administer the LESO Program at the State-level is provided via:

   New Jersey State Budget

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMSI) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.
c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESEO WEBSITE The State shall access the LESEO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESEO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESEO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

   a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESEO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

   b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESEO when application packages are disapproved at the State-level.

   c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

   d) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

   e) Provide the LEA a comprehensive program overview once approved by the LESEO for enrollment. The overview will be done within 90-days of a LEA being approved to participate and be delivered via in person, electronic (to include email), or telephonic means at the discretion of the NJ 1033 Program LESEO.
9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

1. Robots: one (of each type) for every ten officers (full-time/part-time).

2. High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armed HMMWV (UAH) and any other road worthy vehicle (regardless of DEMIL Code) ratio is one vehicle for every three officers (full-time/part-time).

3. Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

4. Small arms: one (of each type) per officer (full-time/part-time).

LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

<table>
<thead>
<tr>
<th>Number of Officers</th>
<th>by Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-102</td>
<td>less</td>
</tr>
<tr>
<td>11-25</td>
<td>3 or less</td>
</tr>
<tr>
<td>26-100</td>
<td>5 or less</td>
</tr>
<tr>
<td>101-299</td>
<td>8 or less</td>
</tr>
<tr>
<td>300+</td>
<td>10 or less</td>
</tr>
</tbody>
</table>

In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.
ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft—Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles—Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition—LES0 will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.
iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer’s person or in the officer’s immediate physical vicinity will be secured using “two levels of physical security”. Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The recipient LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(d) New Jersey’s 1033 Program Law Enforcement Support Office shall not be responsible to make payment on behalf of any LEA pursuant to this Section. Nor shall New Jersey’s 1033 Program Law Enforcement Support Office be responsible to collect payments on behalf of DLA pursuant to this Section.

(e) New Jersey’s 1033 Program Law Enforcement Support Office will facilitate communication between DLA and a LEA to ensure that the LEA is advised that payment will be made directly to DLA using one of the methods listed in item (c) above.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government
and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

1) The goal is to review 20% of a State’s overall small arms inventory.

2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp SvcS when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp SvcS when deemed no longer needed or serviceable.
vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of New Jersey, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO.

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.
13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
   1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LSEO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LSEO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LSEO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LSEO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

   i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LSEO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

   ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LSEO.
iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.
19) **INDEMNIFICATION CLAUSE** The recipient LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the recipient LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the recipient LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the recipient LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney’s fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the recipient LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the recipient LEA, its agents, servants, or employees after the property has been removed from USG control.

**TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

20) **AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: **New Jersey**

Full Name (Print): **Darin Patrick**

Signature (Sign): **Darin Patrick** Date (MM/DD/YYYY): **06/16/2021**

Chief Law Enforcement Official (CLEO) (or designee): **Jonathan M. Sammons**

Title (Print): **Sheriff**

Full Name (Print): **Jonathan M. Sammons**

Signature (Sign): **Jonathan M. Sammons** Digitally signed by Jonathan M. Sammons Date: 2022.04.11 13:30:11 -04'00' Date (MM/DD/YYYY): **04/11/2022**
DATE: April 8, 2022

LAW ENFORCEMENT AGENCY NAME: GLOUCESTER COUNTY SHERIFF’S OFFICE

ADDRESS: 70 HUNTER STREET, WOODBURY, NJ 08096

CHIEF LAW ENFORCEMENT OFFICER: Jonathan M. Sammons

INSTRUCTIONS: This certification shall be submitted by the Chief Law Enforcement Officer (CLEO) of any Law Enforcement Agency (LEA) seeking to obtain items from the Federal Law Enforcement Support Office 1033 Program that have been designated by New Jersey as controlled equipment.

Controlled equipment includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q (excluding Q6). The following items are controlled equipment in New Jersey:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Firearms and Ammunition
7) Explosives and Pyrotechnics
8) Breaching apparatus
9) Riot Batons
10) Riot Helmets
11) Riot Shields

In addition to this Certification, all LEAs that request any of the items listed above must submit the following to the New Jersey 1033 Program LESO prior to requisitioning the item(s):

1) A copy of the resolution your Civilian Governing Body passed authorizing your agency to obtain the controlled item;
2) A copy of your New Jersey 1033 Program Controlled Property Request form signed by the CLEO of your agency if required; and
3) A copy of your New Jersey 1033 Program Controlled Property Justification on your agency letterhead signed by the CLEO of your agency.

Once the aforementioned forms are received by the NJ 1033 Program LESO, they will be reviewed for approval by the NJ 1033 Program State Coordinator and/or a NJ 1033 Program State Point of Contact. If your request is approved, you will be notified by the NJ 1033 Program LESO that your agency meets the criteria to obtain the controlled item and are authorized to requisition it in the Defense Logistics Agency’s (DLA) electronic business enterprise portal.
NOTE: Under no circumstances may controlled property be exported, sold, or transferred to non-U.S. persons. All transfers must be approved by the NJ 1033 Program LESO and DLA.

Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the DLA. The NJ 1033 Program LESO and DLA will consider cannibalization requests on a case-by-case basis.

I, ___________________________ Jonathan M. Sammons __________, am the Chief Law Enforcement Officer of the above-named LEA, and certify as follows:

1) My Agency has policies and protocols in place for the deployment of the type of controlled property requested.
2) My Agency has certifications for required training for use of this type of controlled property requested on file.
3) My Agency provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
4) My Agency has ___ has not  X (check one) applied or has pending, an application for this type of controlled property from another Federal agency.
5) I understand that the NJ 1033 Program LESO may request to inspect the items outlined in this document during Program Compliance Reviews (PCR), and/or inventory inspections conducted by NJ 1033 Program LESO personnel and/or DLA PCR inspection team personnel.
6) I agree to provide any material related to a controlled property requisition that was not submitted to NJ 1033 Program LESO personnel upon request.

I certify that the foregoing statements made by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Jonathan M. Sammons  
Type/Print Chief Law Enforcement Official Name  
Digitally signed by Jonathan M. Sammons  
Date: 2022.04.08 13:41:39 -04'00'  
04/08/2022  
Chief Law Enforcement Official Signature  
Date (MM/DD/YYYY)

FOR NJ LESO OFFICE:

The New Jersey 1033 Program Law Enforcement Support Office has reviewed the above named LEA’s Controlled Property package. If disapproved, state reason: ____________________________

Darin Patrick  
NJ 1033 Program Coordinator  
June 01, 2021  
Date (Month/Day/Year)

Version June, 2021