Agenda

6:00 p.m. Wednesday, June 15, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the June 1, 2022 regular meeting minutes.

**PROCLAMATIONS**

Public Hearing

RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN BY APPROVING A REQUEST FROM COUNTY CONSERVATION, LLC AS TO THE INCLUSION OF THEIR FACILITY, KNOWN AS BLOCK 2403, LOTS 10, 11, 12, 13 & 14 AND BLOCK 2103, LOTS 29, 31, 32 & 33, FRANKLIN TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS “C” RECYCLING FACILITY.

This Resolution authorizes a public hearing and to amend the Gloucester County Solid Waste Management Plan to include the County Conservation, LLC facility as a Class C Recycling Center to accept a maximum of 450 tons per day of Class C recyclable material at the proposed composting facility to be located at 2989 Delsea Drive in Franklin Township on a portion of an 88.06 acre site, identified as Block 2403, Lots 10 to 14 and Block 2103, Lots 29 and 31 to 33 in Franklin Township in Gloucester County. The proposed facility is located within the Company’s existing Class B Recycling Center which receives a maximum of 1,440 tons per day of Class B recyclable material consisting of concrete, asphalt, asphalt shingles, brick, block, porcelain, wood, trees, and leaves. The proposed facility will also accept grass and brush, for purposes of composting and the production of compost and soils for distribution. The facility, upon incorporation into the Gloucester County Solid Waste Management Plan, will seek all applicable approvals from the New Jersey Department of Environmental Protection. A noticed public hearing was held on June 2, 2022, at the Gloucester County Building of Government Services, 1200 North Delsea Drive, Building “A”, Clayton, NJ, 08312 at 10 am.; zero (0) members of the public spoke at the public hearing and zero (0) comments in writing were submitted prior to the June 2, 2022 hearing. Additionally, the Township of Franklin provided a letter of support and resolution for the plan amendment.

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

**RESOLUTIONS**

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS


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

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:

- Communication Access Services Grant - $75,000.00. These funds will be used for the installation of hearing induction loops in the ceremonial courtroom, Surrogate’s Office, County Clerk’s Office and at Congregation B’nai Tikvah Beth Israel and a public video conference system in the Surrogate’s Office.
• **County Right to Know Program - $10,798.00.** This grant provides a data base to advise workers and community members of hazardous materials used in the workplace and monitors collection and awareness of this data.

• **Youth Incentive Program - $38,442.00.** This funding supports local lead coordination system partner of the Children's System of Care, that serves all youth, ages 0-21, residing in the State of New Jersey, who have needs related to behavioral or mental health, intellectual or developmental disability and/or substance use disorders.

• **Veterans Transportation - $30,000.00.** These funds will be used to provide paratransit type services to eligible Veterans for scheduled appointments to the VA hospitals in Philadelphia, Elsmere, Delaware and Sewell, NJ. Funding for this program has remained steady.

• **Youth Leadership Grant - $37,977.00.** This funding will support a new program called Youth Leadership. The program will receive funding for three years. The County will receive $1,899 for administering the grant and the remaining $36,078 will be used by municipalities with the focus on Youth Leadership.

• **Comprehensive Addiction Services Grant (Alcohol and Drug Abuse Prevention Grant) - $200,000.00.** This funding will support a new program called Recovery Mobile Van Program. Funding has been made available by the American Rescue Plan Act of 2021. This program will provide a comfortable, stigma-free setting needed to effectively contact and provide services to individuals who have had difficulty navigating the journey of accessing appropriate services.

• **Special Child Health-Case Management - $214,000.00.** This grant will provide Case Management services for children from birth to age 21 who have special health and development needs. Funding for this program has increased due to the needs of this critical service.

• **COVID-19 Vaccination Supplemental Funding Program - $250,000.00.** This grant will provide funding to increase vaccination operations among high-risk, underserved and vulnerable populations. The County plans to accomplish this through vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary or off-site clinics. The County will partner with critical organizations and businesses to vaccinate the public and essential workers; and leverage local partnerships to increase COVID-19 vaccine confidence in racial and ethnic minority communities.

• **STOP Violence Against Women Act (VAWA) - $31,656.00.** These funds will provide case pay for forensic nurses who will conduct the forensic examinations for victims of domestic/interpersonal and sexual assault nonfatal strangulation cases as well as purchase the VAWA Muskie Report Module.

• **Victims of Crime Act (VOCA) - $410,257.00.** This grant partially funds the salaries of employees working in the Gloucester County Prosecutors Office Victim/Witness Unit. It also fully funds two employees within the Victim/Witness Unit as well as providing supplies and training. The Unit provides services mandated by the NJ Crime Victims Bill of Rights under NJSA 52:4B-36 for victims of violent crimes in Gloucester County.

• **Emergency Food and Shelter National Board Program - $153,312.00.** The National Food and Shelter Board has allocated $461,460 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board through the Gloucester County Human Services Advisory Council has awarded $153,312.00 of this to the GC Division of Social Services to purchase food certificates and to assist with the emergency utility and back rent/mortgage needs of County residents who come to the Division of Social Services in need of assistance.

• **Cross Keys Bypass (CR689) and Hurffville Cross Keys Road (CR654) Resurfacing and Safety Improvements - $58,650.00.** This Federal funding will be used for resurfacing and safety improvements to the Cross Keys Bypass and Hurffville Cross Keys Road in the Townships of Monroe and Washington.

• **American Rescue Plan Act – Local Fiscal Recovery Funds Modification - $21,795,279.00.** The Local Fiscal Recovery Funds received will provide eligible state, local, territorial and tribal governments with an infusion of resources to meet the pandemic response needs and rebuild a stronger and more equitable economy as the country recovers. These funds can be used to support public health expenditures such as medical expenses and behavioral healthcare. Funds may also be used to address negative economic impacts caused by the public health emergency, to replace lost public sector revenue, and to invest in water, sewer and broadband infrastructure.

**A-3 RESOLUTION AUTHORIZING A CONTRACT WITH BOWMAN & COMPANY, LLP FROM JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT NOT TO EXCEED $135,000.00.**

This Resolution authorizes a professional services contract with Bowman & Company, LLP for accounting and auditing services and other related services as needed, as set forth in RFP-22-044, from July 1, 2022 to June 30, 2023 in an amount not to exceed $135,000.00. Bowman & Company, LLP submitted the sole response with an advantageous proposal based on price and other factors.
A-4 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT AND ACCEPTANCE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ESTATE OF MARGARET M. TREXLER

Resolution authorizing the execution of any and all documents related to the distribution amount and acceptance of funds in the amount of $21,236.85 to the Gloucester County Animal Shelter from the Estate of Margaret M. Trexler.

A-5 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS, INC. FROM APRIL 17, 2022 TO APRIL 16, 2023, IN AN AMOUNT NOT TO EXCEED $184,000.00.

This Resolution authorizes the execution of a professional service contract with Remington & Vernick Engineers, Inc., for the provision of engineering services for Tax Map Maintenance and updates for all 24 taxing districts within the County as per specification in RFP # 022-031 from April 17, 2022 to April 16, 2023. This RFP requires a detailed description of how the vendor will use the tax maps to update the County’s GIS. The updates and deliverables are required to be in ESRI Geodatabase format and integrated with the County’s GIS with minimal human interaction. The digital files for the tax maps must also be the source file used to maintain the County’s GIS program that is managed by the County Planning Division as well as update the GC Maps System or other system as designated by the County. The vendor should have an in-depth understanding of GIS, ESRI’s ArcGIS Platform, computer programming, and use of the County’s GIS mapping and GC Maps systems, or other system as designated by the County. The vendor requires a detailed technical approach for updating the County’s GIS, GC Maps or other system as designated by the County, and public Tax Map Viewer, including time cycles and user support. In addition, the County must at all times have control and access over all its data and back up servers. After review of the proposals, the most advantageous and responsive proposer was Remington & Vernick Engineers, Inc. This contract shall be open ended in an amount not to exceed $184,000.00.

A-6 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, Lowes Home Centers, Inc. v. Deptford Township, Docket Number 005284-2019, 004603-2020, 004154-2021, 004600-2022, represented by Daniel P. Zazzali, Esquire, of McCarter & English, LLP, filed state tax appeals contesting the assessment on the subject property known as Block 5.01, Lot 13, and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-7 RESOLUTION AUTHORIZING A SPLIT CONTRACT WITH DIFRANCESCO BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C., IN AN AMOUNT NOT TO EXCEED $100,000.00 AND CHANCE & MCCANN, LLC, IN AN AMOUNT NOT TO EXCEED $50,000.00, FROM JUNE 12, 2022 TO JUNE 11, 2023.

This Resolution authorizes the execution of a professional services contract with DiFrancesco Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., with offices at 15 Mountain Boulevard, Warren, NJ 07059, in an amount not to exceed $100,000.00, and Chance & McCann, LLC, with offices at 201 West Commerce Street, Bridgeton, NJ 08302, in an amount not to exceed $50,000.00, from June 12, 2022 to June 11, 2023 for the provision of Tax Attorney services for large scale and complex Commercial and Industrial facilities in the County of Gloucester, as per RFP # 022-041. The County requested proposals from attorneys or law firms licensed to practice law in the State of New Jersey relative to the provision of Tax Attorney services for real property tax appeals before the New Jersey Courts. Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities. This contract is for specialized expertise regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical facilities, Hotel / Motel, Heavy Industrial Manufacturing facilities, Assisted Living facilities and Long-Term Care facilities and various other special use properties. After review of the proposals received, the most advantageous and responsive proposers were DiFrancesco Bateman, Kunzman, Davis, Lehrer & Flaum, P.C. and Chance & McCann.

A-8 RESOLUTION AUTHORIZING SETTLEMENT REGARDING ACQUISITION OF A PORTION OF BLOCK 242, LOT 7.02 IN THE TOWNSHIP OF MANTUA.

This Resolution authorizes the settlement reached between the property owner, Route 553 Retail, LLC and the County, after good faith negotiations, pertaining to acquisition of a portion of Block 242, Lot 7.02, located on Woodbury-Glassboro Road, which property is necessary in association with the roadway expansion and underground stormwater piping easement for the Rowan University Fossil Park in Mantua Township.

A-9 RESOLUTION AUTHORIZING SETTLEMENT REGARDING ACQUISITION OF BLOCK 12502, LOTS 1 AND 3 IN THE TOWNSHIP OF MONROE.

This Resolution authorizes the settlement reached between the property owner, Richard Cohen and the County, after good faith negotiations, pertaining to Block 12502, Lots 1 and 3, known as 300 N. Tuckahoe Road and Clayton Road, which properties are necessary for implementing roadway traffic safety and drainage improvements.
A-10 RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT.

This Resolution will appoint a member to the Board of Education of the Special Services School District for a three-year term effective July 1, 2022 and terminating June 30, 2025.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC.

This Resolution authorizes Change Order 01-Final to decrease the contract with South State, Inc. by $32,425.59 regarding resurfacing and safety improvements to Fries Mill Road (CR 655) between State Highway Route 42 and Hurffville-Crosskeys Road (CR 654) and from the Gloucester County Multi-purpose Trail to Clayton-Williamstown Road (CR610) in the Townships of Washington and Monroe, and the Borough of Clayton, known as Engineering Project #20-02FA. This Change Order is necessary for adjustments made to as-built quantities, resulting in a new total contract amount of $3,350,647.21. This Project is federally funded.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM JUNE 15, 2022 TO COMPLETION OF THE PROJECT FOR $1,435,341.80.

This Resolution authorizes a contract with South State, Inc. for “Roundabout Construction at Salina Road at the Intersection of South College Drive in the Township of Deptford,” known as Engineering Project #18-12 for $1,435,341.80. South State, Inc. was the lowest responsive and responsible bidder for the Project. C.A.F. Number 22-04751 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM JUNE 15, 2022 TO COMPLETION OF THE PROJECT FOR $3,585,396.75.

This Resolution authorizes a contract with South State, Inc. for “Resurfacing and Safety Improvements to Fries Mill Road between Delsea Drive and Clayton Williamstown Road in the Township of Franklin and the Borough of Clayton,” known as Engineering Project #17-05FA for $3,585,396.75. South State, Inc. was sole responsive and responsible bidder. This Project is federally funded. C.A.F. Number 22-04750 has been obtained to certify funds.

B-4 RESOLUTION AUTHORIZING A CONTRACT WITH BENEVATE, INC. DBA NEIGHBORLY SOFTWARE FROM JUNE 15, 2022 TO JUNE 14, 2023 IN AN AMOUNT NOT TO EXCEED $31,000.00.

This Resolution authorizes a professional services contract with Benevate, Inc. dba Neighborly Software for the provision of Emergency Rental Assistance Program Grant Management Software, per RFP# 022-047, from June 15, 2022 to June 14, 2023, in an amount not to exceed $31,000.00. After review of the proposals, the most advantageous and responsive proposer was Benevate, Inc.

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

C-1 RESOLUTION AUTHORIZING PURCHASES FROM CORE BTS, INC. FROM JUNE 15, 2022 TO JUNE 14, 2024 VIA STATE CONTRACT FOR $128,700.00.

This Resolution authorizes purchases from Core BTS, Inc. via State Contract 21-TELE-01506, that includes the Cisco DUO Access Edition with basic support for a period of two (2) years as per Quote Q35425. C.A.F. Number 22-04596 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING AN APPLICATION WITH DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF STATE POLICE AND ACCEPTANCE OF FFY2022 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT IN THE TOTAL AMOUNT OF $110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF $55,000.00 FROM JULY 1, 2022 TO JUNE 30, 2023.

This Resolution authorizes the application and acceptance of the FFY2022 Emergency Management Agency Assistance Grant in the total amount of $110,000.00, which includes $55,000.00 in grant funds and a $55,000.00 county in-kind match. The Emergency Management Agency Assistance Grant is a pass-through federally funded program, administered by the State Office of Emergency Management, which provides funding for County, and certain eligible Municipal Offices of Emergency Management (OEM), to enhance their programs with regard to preparing for, responding to, and recovering from emergencies and disasters. County Offices may only apply the funds towards the annual salary of a staff member of their emergency management program. Each County is eligible to receive $55,000.00, with the grant’s total value being $110,000.00, and having a 50% federal-local cost share. County OEM’s must comply with the performance criteria of an annual Workplan that is agreed upon when applying for the grant and must be successfully achieved prior to submitting for reimbursement.
C-3 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SYMTECH FIRE, LLC FOR $184,695.00.

This Resolution authorizes a contract for the furnishing of all labor, materials, equipment, etc. and services necessary for outdoor fire training simulator upgrades and additions for the Gloucester County Fire Academy. The Purchasing Department sent out bid request PD-022-020 and it is recommended that the contract be awarded to Symtech Fire, LLC. Symtech Fire, LLC, was the sole responsive and responsible bidder for $184,695.00. C.A.F. No. 22-04577 has been obtained to certify funds. The County is awarding the contract using funding from the American Rescue Plan.

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON
COMMISSIONER BARNES

D-1 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FUNDING FOR $46,782.00 FROM JULY 1, 2022 TO JUNE 30, 2023

This Resolution authorizes an agreement with the NJ Department of Human Services for the FY2023 Personal Assistance Services Program (PASP) Grant, for $46,782.00, from July 1, 2022 to June 30, 2023. These funds will continue to provide personal assistance to eligible residents over the age of 18 who have permanent physical disabilities, are self-directing and employed, in school or volunteering in the community.

D-2 RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH NJ TRANSIT FOR THE FTA SMALL URBAN AND RURAL PUBLIC TRANSPORTATION GRANT (SECTION 5311) BY EXTENDING THE TERM THROUGH DECEMBER 31, 2022

This Resolution authorizes a Contract Modification with the NJ Transit regarding the FTA Small Urban and Rural Public Transportation Grant (Section 5311) to extend the term through December 31, 2022.

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

E-1 RESOLUTION AUTHORIZING PURCHASES FROM MOTOROLA SOLUTIONS, INC. C/O VIGILANT SOLUTIONS, LLC VIA STATE CONTRACT FROM JUNE 15, 2022 TO JUNE 14, 2023 FOR A TOTAL AMOUNT OF $25,000.00.

This Resolution authorizes purchases from Motorola Solutions, Inc., c/o Vigilant Solutions, LLC via State Contract 83909 for proprietary equipment required by the Prosecutor’s Office including license plate recognition equipment, including the L5F fixed LPR Camera with sun shield, Vigilant fixed camera communications box, fixed LPR camera bracket, Target Alert service, Vigilant hosted/managed centralized LPR server via LEARN, Vigilant LPR basic service package for hosted/managed LPR deployments, Vigilant System start up and commissioning of “In Field” LPR System and Quick Deploy Camera (Solar Kit), installation, and a one year hardware warranty, for a total amount of $25,000.00. C.A.F. Number 22-04642 has been obtained to certify funds.

E-2 RESOLUTION AUTHORIZING GRANT APPLICATIONS WITH THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE FOR THE 2022 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) FROM MAY 16, 2022 TO MARCH 19, 2023.

This Resolution authorizes grant applications by the County Sheriff’s Office and the Department of Correctional Services with the U.S. Bureau of Justice Assistance for the 2022 Patrick Leahy Bulletproof Vest Partnership (BVP). The Sheriff’s Office has requested the amount of $18,480.00, and the Department of Correctional Services has requested $5,250.00, which funds will be used to provide replacement bulletproof vests.

E-3 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES AND ACCEPTANCE OF THE JAIL MAT INITIATIVE GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00.

This Resolution authorizes an Agreement with the New Jersey Department of Human Services, Division of Mental Health and Addiction Services for funding available to county correctional facilities to provide Medication-Assisted Treatment (“MAT”) to individuals with an opioid addiction who are in county jails, with funding allocated in proportion to the size of the county jail population and awarded on an annual basis.
Old Business

New Business

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

Adjournment
MINUTES

6:00 p.m. Wednesday, June 1, 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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Changes to the Agenda – Agenda Item A-2 was been pulled from the agenda.

Approval of the May 25, 2022 regular meeting minutes.

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Proclamations

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

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Comments: N/A
RESOLUTIONS

DEPARTMENT OF ADMINISTRATION
DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

53869 RESOLUTION APPOINTING MEMBERS TO THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER.

**Agenda Item Pulled** RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT.

53870 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY LIBRARY COMMISSION.

53871 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2022 TO JUNE 25, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00.

Motion to approve Resolutions 53869 through 53871 as read.

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Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

53872 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CLIFTONLARSONALLEN, LLP FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $275,000.00.

53873 RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST REIMBURSEMENT AGREEMENT NUMBER 22-DT-BLA-854 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR $2,963,297.35.

53874 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH (1) BRYSON & YATES CONSULTING ENGINEERS, LLC, (2) BACH ASSOCIATES, PC, (3) PENNONI ASSOCIATES, INC., AND (4) REMINGTON & VERNICK ENGINEERS FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00 EACH.

Motion to approve Resolutions 53872 through 53874 as read.

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Comments: N/A

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

53875 RESOLUTION AUTHORIZING PURCHASES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00.

53876 RESOLUTION FOR THE ESTABLISHMENT OF A LOCAL EMERGENCY PLANNING COMMITTEE.
53877 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH EXCELLANCE, INC. FOR $978,234.96.

53878 RESOLUTION AUTHORIZING A PURCHASE FROM MOTOROLA SOLUTIONS, INC. C/O WIRELESS C & E, INC., VIA STATE CONTRACT #83909, FOR $24,946.75.

Motion to approve Resolutions 53875 through 53878 as read.

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Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

53879 RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE ARPAR PHASE EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FROM NOVEMBER 1, 2021 TO APRIL 30, 2023 FOR $153,312.00.

53880 RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL FUNDING FROM THE NEW JERSEY DEPARTMENT OF HEALTH, OFFICE OF LOCAL PUBLIC HEALTH REGARDING THE 2022/2023 COVID-19 VACCINATION SUPPLEMENTAL FUNDING PROGRAM FROM JULY 1, 2021 TO JUNE 30, 2023 FOR $250,000.00.

Motion to approve Resolutions 53879 through 53880 as read.

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Comments: N/A

DEPARTMENT OF LAW & JUSTICE

53881 RESOLUTION AUTHORIZING PURCHASES FROM WHITE CAP, LP VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM IN AN AMOUNT NOT TO EXCEED $80,000.00.

53882 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ANTHONY D. MCALISTER AND LAUREN A. MCALISTER FOR $369,063.10.

53883 RESOLUTION AUTHORIZING THE 2022 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION, FROM JANUARY 1, 2022 TO DECEMBER 31, 2022, IN AN AMOUNT NOT TO EXCEED $125,869.00.

Motion to approve Resolutions 53881 through 53883 as read.

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Comments: N/A
DEPARTMENT OF GOVERNMENT SERVICES

COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business: N/A
New Business: Deputy Director Simmons provided a very rough overlook of the community outreach initiative that has been taking a place. The reports will be posted on the County’s website.

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

OPEN

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Comments:

Assemblywoman Beth Sawyer – commented on Deputy Director Simmons prior statements made during new business regarding the community outreach program. She also had questions and comments regarding invitations to Memorial Day events. Deputy Director Simmons commented that she was happy Beth was in favor of this program when a few meetings ago she wasn’t.

George Gallethin, Woodbury – commented on veterans, his personal military service, dredging in Paulsboro and elections.

Steve Sweeney, West Deptford - commented on how outstanding the County takes care of their veterans as well Mr. Gallethin’s public comments regarding the Paulsboro dredging.

Rose Yerka, Woodbury Heights – asked Deputy Director Simmons the percentage of veterans reached through the Community Outreach initiative. She also questioned the Emergency Management Planning Committee Resolution. Discussion ensued and Commissioner DiCarlo explained the purpose behind the Emergency Management Planning Committee Resolution.

Beth Christensen, Pitman – Questioned Commissioners DiSilvio and Konawel if they were in support of the package of bills put forth by Senator Durr regarding the reduction/relaxation in gun safety laws/provisions. Discussion ensued and Commissioner Konawel responded that he was not a state legislator and that he was focused on the County. Commissioner DeSilvio stated that he would have to read the bills and that she could get back in touch with his office to discuss further.

Deputy Director Simmons - questioned Commissioner Konawel’s statement to Ms. Christensen concerning Senator Durr’s package of gun bills, given his prior support of introducing a second amendment gun resolution even though it was not a County issue. Commissioner Konawel responded that he didn’t put the Resolution on nor did he second it.

Commissioner Jefferson – commented on his military background and prior comments made by Assemblywoman Sawyer.

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Comments: N/A

Adjournment

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Comments: N/A

Time: 6:35 p.m.
RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN BY APPROVING A REQUEST FROM COUNTY CONSERVATION, LLC AS TO THE INCLUSION OF THEIR FACILITY, KNOWN AS BLOCK 2403, LOTS 10, 11, 12, 13 & 14 AND BLOCK 2103, LOTS 29, 31, 32 & 33, FRANKLIN TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS “C” RECYCLING FACILITY

WHEREAS, the Board of County Commissioners of the County of Gloucester (“County”) adopted on June 11, 1979, the Gloucester County Solid Waste Management Plan (“Plan”) pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1.1 et seq., and has subsequently adopted modifications and amendments thereto; and

WHEREAS, the Board of County Commissioners of the County of Gloucester has created a Solid Waste Advisory Council (the “SWAC”) pursuant to N.J.S.A. 13:1E-1 et seq., to conduct public hearings on applications for amendments to the Gloucester County Solid Waste Management Plan; and

WHEREAS, in a public hearing, via ZOOM, on January 26, 2022 the SWAC heard an application by County Conservation, LLC with offices at 2989 Delsea Drive, Franklinville, New Jersey 08322, (Block 2403, Lots 10, 11, 12, 13 & 14 and Block 2103, Lots 29, 31, 32 & 33) to amend the Plan to include the County Conservation, LLC facility into the Gloucester County Solid Waste Management Plan. John Purves, Esq., Attorney at Law, retained by the Applicant, and John Petrongolo, Director of County Conservation, LLC, presented an overview of the project with sworn testimony from the applicant; and

WHEREAS, the Class “C” recycling activities will operate on a portion of the site not utilized for Class “B” activities. The additional Class “C” facility will accept leaves, grass, brush and small tree parts for composting and anticipates a maximum of 130,000 cubic yards on an annual basis. Stump may be accepted in the future since the company has the equipment for processing. The facility is limited to 1,440 tons per day for all recyclable materials accepted at the facility; and

WHEREAS, in addition to the materials already being accepted, the proposed facility will also accept grass and brush,) for purposes of composting and the production of compost and soils for distribution. The facility, upon incorporation into the Gloucester County Solid Waste Management Plan, will seek all applicable approvals from the New Jersey Department of Environmental Protection; and

WHEREAS, the proposed Class C facility will be located within the company’s existing recycling facility. There is no proposed increase to the overall daily limit of 1,440 tons per day to the facility for the combined acceptance of both Class B and Class C recyclable materials. All deliveries will be accepted at the company’s existing entrance off Route 47 Delsea Drive, from both the southern and northern direction. The average daily number of trucks delivering materials to the proposed new Class C facility will be 8-12 trucks per day and a maximum number of trucks will be 65 during the seasonal peak (November-December). The hours for the facility for acceptance of Class B and Class C materials will be as follows: Monday through Friday: 7:00 AM to 5:00 PM; Saturday 7:00 AM to 3:00 PM; and

WHEREAS, no one attended the public hearing and made comments regarding the application; and

WHEREAS, Franklin Township provided a letter of support and resolution for the plan amendment; and

WHEREAS, the SWAC considered the evaluation criteria set forth in the Procedures and Guidelines for SWMP Inclusion of Recycling Facilities and N.J.A.C. 7:26A-3.2(a)-(j); and

WHEREAS, at the conclusion of the hearing, via ZOOM, on January 26, 2022, the SWAC voted without dissent to recommend approval of County Conservation, LLC application for a Plan amendment; and
WHEREAS, SWAC endorses the proposal presented by County Conservation, LLC and the Plan Amendment Application and recommends that the Board of County Commissioners of the County of Gloucester amend the Plan for their inclusion; and

WHEREAS, notice was given to the public in both English and Spanish with two publications in the general circulation media in accordance with N.J.A.C. 7:26-6.10; applications were posted on the GCIA’s website; notice to Franklin Township Clerk; public notice postings at area supermarkets, post offices; and notice to the Franklin Township Environmental Commission; and

WHEREAS, a noticed public hearing was held on June 2, 2022, at the Gloucester County Building of Government Services, 1200 North Delsea Drive, Building “A”, Clayton, NJ, 08312 at 10 am.; zero (0) members of the public spoke at the public hearing and zero (0) comments in writing were submitted prior to the June 2, 2022 hearing; and

WHEREAS, a second noticed public hearing was held on June 15, 2022; ______ members of the public spoke at the public hearing and ______ comments in writing were submitted prior to the hearing on June 15, 2022; and

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners of the County of Gloucester hereby amends the Gloucester County Solid Waste Management Plan for their inclusion; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the appropriate County offices and the New Jersey Department of Environmental Protection.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester and State of New Jersey on June 15, 2022, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD
Ms. Monica Gismondi  
Recycling Coordinator  
Gloucester County Improvement Authority  
503 Monroeville Road  
Swedesboro, NJ 08085  

Re: County Conservation Company, LLC  
Class B Recycling Center, Franklin Township. Gloucester County  
Facility ID No: 133555; Permit No.: CBG190003  
Amendment of Gloucester County Solid Waste Management Plan.  
Inclusion of Class C Recycling Center.  

Dear Ms. Gismondi:

I am writing to your office on behalf of my client, County Conservation, LLC, which operates a Class B Recycling Center in Franklin Township. County Conservation is submitting an application to your office for inclusion into the County SWMP of a Class C Recycling Center on the same site as the existing Class B facility. The company is not seeking any increase is its daily limitation and will operate within the present boundary of the existing facility.

As you know there have been a number of closures of Class B and Class C facilities in South Jersey. There is a strong need for additional composting facilities to handle the vegetative waste generated in Gloucester County and nearby municipalities. We believe this existing facility can provide the much-needed capacity to handle these materials. Of course, upon approval by the County, the company will seek approval from the NJDEP to conduct Class C activities.

I have provided a public notice in the South Jersey Times to run 2 consecutive weeks. If you have any questions concerning this Request please give me a call.

Thank you for your attention to this matter.

Sincerely,

[Signature]

John R. Purves

Enclosure
cc: Mr. J. Petrongolo, CC  
Clerk. Franklin Township
County Conservation, LLC

Class C Recycling Center Application
Franklin Township, Gloucester County

1. **Owner Identification** – Name, address and telephone number of the person(s) seeking to own and operate the proposed recycling center, and the address of the recycling center.

   Recycling Center Owner/Operator: County Conservation, LLC
   Address: 2989 Delsea Drive
   Franklinville, New Jersey 08322
   Phone: 856-512-2039

2. **Facility Location** – Provide the following location information:
   A. **Tax Map Data** – Tax Map Lot and Block numbers and name of Municipality and County for the recycling center property and all adjacent properties.
   B. **Zoning Map Data** – Show current land use of the recycling center site and all adjacent properties and owners names for all adjacent properties.

   See attached tax map (Attachment A)
   The entire site is identified as Block 2403; Lots 10, 11, 12, 13 & 14 and Block 2103: Lots 29, 31, 32 and 33, Township of Franklin, Gloucester County

3. **Ownership Information** – Provide the following additional ownership information:

   A. **Owner Listing** – Name, address and telephone number of all persons owning five percent or more of corporation stock in the recycling center, or a listing of the general or limited partners where applicable. NOTE: In the case where no persons own 5 percent or more list the names of the corporation principals.

   Joseph Petrongolo: Sewell, NJ – 267-716-1111 (20%)
   John Petrongolo: Sweetwater, NJ- 267-716-1091 (20%)
   James Petrongolo: Turnersville, NJ – 267-716-1113 (20%)
   Jeffrey Petrongolo: Sewell, NJ - 267-716-1115 (20%)
   Jerald Petrongolo: Marlton, NJ - 267-716-1123 (20%)
B. Intra-Corporate Relationships – Describe any relationships between the recycling center and any solid waste hauler or disposal operation registered with the Department.

No relationship with any licensed solid waste hauler or disposal facility.

4. Materials Description – Describe the materials to be received, stored, processed or transferred at the recycling center. Include a description of anticipated contaminants.

The facility is licensed as an existing Class B Recycling Center. This application is to include Class C recycling activities on a portion of the site not utilized for Class B activities. The additional Class C facility will accept leaves, grass, and brush for composting. The amount of contaminants anticipated, based upon existing operations at the company’s other site in Gloucester County, is expected to be well below 1 per cent of all incoming Class C recyclable materials on an annual basis.

5. Materials Quantity – Indicate the maximum amount of recyclable material, including contaminants, to be received, stored, processed or transferred at the recycling center per day, expressed in tons, cubic yards, or cubic feet.

The Class C operations anticipates a maximum of 130,000 cubic yards of Class C recyclable materials on an annual basis.

However, the facility is limited to 1,440 tons per day for all recyclable materials accepted at the facility. The company anticipates about 100 to 200 tons per day on average. For most of the year, the facility will receive between 40 and 60 tons per day. During the peak fall leaf season (November and December), the maximum amount would be 450 tons per day of Class C recyclable materials. All of the Class C recyclable materials will be accepted as part of the facility’s overall limit (1,440 tons per day).

The conversion rate for Class C recyclable materials is:

1 ton = 6.5 cubic yards.
6. **Products and Residues Quality** – Describe all products and residues which will result from the recycling activity and indicate the maximum amounts to be generated per day, expressed in tons, cubic yards or cubic feet. NOTE: Provide weight to volume conversion ratio.

The Class C operations will produce compost and topsoil (when mixed with other ingredients such as soil and sand). The amount of residue will be negligible (small amounts of non-compostable materials such as plastic).

The maximum amount of soil to be produced from screening operations is 3,000 cubic yards per day. The conversion ratio of leaves delivered to the facility is 6.5 cubic yards = 1 ton.

7. **End-Market Information** – Provide the following information regarding end markets:

   A. **Identification** – Name, address, and telephone number of planned end markets for the recycled materials.

   B. **Contracts** – Provide end-market contracts or agreements as evidence of the applicant’s ability to sell products resulting from the recycling activities. OR

   C. **Letters of Interest** – Provide letters of interest from prospective end-market users of the recycled product. Letters of interest may be based on information provided by the applicant to the prospective end-market user, such as descriptions of equipment to be used and specifications of products resulting from the recycling operation.

   The end markets are the same as the County Conservation, LLC Class C facility in Sewell, Gloucester County as well as the existing Class B facility in Franklinville. A partial list is included as Attachment B.

8. **Equipment Description** – Provide a manufacturer’s specification sheet, including the following information for all equipment to be utilized for the receipt, storage, processing or transfer of recyclable materials:

   A. **Manufacturer**

   B. **Model Number**
C. **Operating Capacity In Tons Per Hour (TPH)**

D. **Statement** – Provide a written statement indicating that no recyclable materials will be received, stored, processed or transferred at the recycling center until the equipment identified by the applicant is installed or situated at the recycling center site.

See Attachment C for list of equipment. The equipment exists at the site currently.

9. **Site Plan Map** – Provide a site plan map as follows:
   A. **Mapping Requirements** – The site plan shall be prepared in accordance with the following:
      a. **GIS Mapping Standards** – The preparation of the site plan map shall conform to either i or ii below:
         i. **Mapping and Digital Data Standards** – The latest version of the Department’s GIS Mapping and Digital Data Standards found at N.J.A.C. 7:1, Appendix A, or
         ii. **Each of the Following:**
            1) **Digital Environment** – The map shall be prepared in a digital environment that is compatible with the Department’s GIS system. Compatible digital formats are delineated in Appendix B to this manual.
            2) **Reference Points** – The map shall contain at least four widely-spaced reverence points (tics) for which the geographic coordinates are known in New Jersey State Plane Feet (North American Datum 1983).
            3) **Legend Block** – The map shall contain a legend block stating the name and affiliation of the map preparer, the scale(s) employed and the sources of the data used.
      b. **Map Scale** – The map shall be drawn to a scale not larger than 1 inch equal to 100 feet.
      c. **Certification** – The map shall be prepared and certified by a New Jersey Licensed Professional Engineer or Land Surveyor in Accordance with N.J.S.A. 45:8-45.
See Attached Site Plans (Sheets 1 and 2)

B. **Map Contents – The site plan map shall show the following:**

   a. **Equipment Location.**
   b. **Buildings Location.**
   c. **Recycling Activities Location**
   d. **Traffic Flow – On-site and nearby off-site traffic patterns.**
   e. **Traffic Safety – The map shall indicate provisions to ensure safe and efficient vehicular and pedestrian movement, parking, loading and unloading.**
   f. **Vehicular Usage Areas – Design detail of areas of the recycling center that are subject to vehicular and pedestrian movement, parking, loading and unloading.**
   g. **Floodplain – Delineation of the floodplain as defined at N.J.A.C. 7:13-1.2.**
   h. **Wetlands**
   i. **New Jersey Pinelands**
   j. **Prime Agricultural Lands**
   k. **Historic Sites**
   l. **Other Environmentally Sensitive Areas**
   m. **Runoff Directions – On-site and nearby off-site storm water runoff direction**
   n. **Screening and Landscaping – Site screening and landscaping provisions, including a visual screen buffer separating the perimeter of recycling operations from any adjacent residential, commercial and/or other sensitive land uses**
   o. **Topography – Topographic contours at two-foot intervals**
   p. **Materials Stockpile Areas – Show the following information for unprocessed and processed materials stockpile areas:**
      i. **Unprocessed Materials Stockpiles**
         1) **Locations**
         2) **Dimensions – Show length, width, height and side slope ratio.**
         3) **Storage Capacity – Expressed in cubic yards. Include volumetric calculations. NOTE: Capacity should be sufficient to handle projected incoming volumes of recyclable materials.**
4) **Intended Use** – Indicate whether the applicant wishes to reserve the right to use unprocessed material stockpile space as processed material stockpile space in certain instances.

5) **Composting Information** – For facilities performing composting, the map shall indicate the following:

- Windrow or Curing Pile Dimensions
- Windrow or Curing Pile Cross Sectional Views
- Windrow Spacing – Identify spacing distance between windrows.
- Windrow Positioning - To facilitate drainage and to reduce surface water ponding, demonstrate that each windrow will be constructed and positioned in such a manner that it is perpendicular to the contours of the ground surface.
- Buffer Distances – Demonstrate that the staging and processing of recyclable materials will be performed in areas on the site which meet the following buffer distance requirements: NOTE: Levels of technology listed below correspond to the composting methods listed at N.J.A.C. 7:26A-4.5(a)7vi.
  - **Composting of Leaves Only**
    - Minimal Technology – 2500 feet from operations to sensitive land uses.
    - Low Technology – 50 feet from operations to property line; 500 feet to sensitive land uses.
    - Intermediate Technology - 50 feet from operations to property lines; 150 feet to sensitive land uses; 250 feet to inhabited structures.
✓ High Technology – 50 foot building setback for enclosed operations.

➢ Composting with Grass. 
NOTE: Only Intermediate and High Technology methods may be used for grass composting.

✓ Intermediate Technology – 1000 feet from outdoor grass clipping initial receipt and pre-mixing areas to sensitive land uses, 50 feet from composting operations to property lines; 150 feet to sensitive land uses; 250 feet to inhabited structures.

✓ High Technology – 50 foot building setback for enclosed operations.

• Receiving Area
• Pre-Processing Area
• Composting Areas
• Curing Areas
• Storage Areas – All storage areas, including residue storage areas.
NOTE: All residues shall be stored separately from recyclable material and in a manner which prevents run-off, leakage or seepage from the residue storage area into, on, or around the soil of the residue storage area.
• Grass Clippings Co-Mixing Areas – The map shall indicate that grass materials are held and processed only in areas at least 1000 feet from any areas of human use or occupancy.
• Composting Surfaces – Details of all active composting surfaces demonstrating the following:
Improved – The composting surfaces shall be an improved surface, such as compacted clay, gap-graded crushed aggregate, asphalt or other surface that will withstand heavy equipment use.

Sloped – The composting surface shall be sloped to prevent ponding of liquids and to prevent surface runoff from directly entering surface waters.

ii. Processed Materials Stockpiles
   1) Locations
   2) Dimensions – Show length, width, height and side slope ratio.
   3) Storage Capacity – Expressed in cubic yards. Include volumetric calculations.

q. Access Controls – Site access controls to be employed at the recycling center. NOTE: The entrance to the access road shall be fenced or otherwise secured to prevent unauthorized access to the site.

r. Utilities
   i. Water Supply Lines
   ii. Sanitary Sewer
   iii. Storm Sewer

See Attached Site Plans (Sheets 1 and 2)

10. USGS Quad – Provide a USGS Quadrangle as follows:
   A. Original – The quad shall be an original, 7.5-minute series USGS Quadrangle map.
   B. Quadrangle Contents – The quad shall show (or have plotted on it) the following:
      a. Center Boundaries – The boundaries of the recycling center, plotted on the quad.
      b. Public Access Roads
      c. Streams or Ponds
      d. Sensitive Receptors – Sensitive receptor, such as hospitals, schools, playgrounds, homes, etc. Within a one-half mile radius of the recycling center site.

See attached Site Plans in Attachment K.
11. Deed or Lease Agreement — A copy of the deed of record establishing ownership of the recycling center proper or, if the applicant is not the landowner, a legal agreement to use the real property for the intended purpose.

There is an existing Class B recycling center at the site. The permit holder is County Conservation, LLC and the landowner is JPC Group Real Estate, LLC. A copy of the Lease has been provided to the NJDEP for this facility. There will be no change in the lease arrangement for the Class C operations.

12. Design Capacity — A Description of the design capacity of the recycling center, including the number, type and capacity of vehicles transporting recyclable materials to the center for processing and the number, type and capacity of vehicles transporting recycled products or residues from recycling center on a daily basis. NOTE: Also provide a description of the anticipated quantities (in cubic yards) and variation of each recyclable material to be handled by the facility on an annual basis. Indicating “onsite” capacity and maximum annual capacity, if different.

The current Class B recycling facility has a daily limit of 1,440 tons per day of all Class C recyclable materials. The facility does not seek to increase the daily limit of the combined Class B/C facility. It anticipates a maximum amount of Class C materials as 2,925 cubic yards (converted to 450 tons) per day.

13. Air Permit Applications — A copy of any applicable New Jersey pollution control permit application required pursuant to N.J.A.C. 7:27-8.2(a1).

See Attachment C for list of equipment including air permit designations.

14. Description of Operation — A written narrative explanation of the recycling center operation from the receipt of recyclable materials to the point of transfer of end products. The narrative should be directly related to the information shown on the site plan map, where appropriate. NOTE: The narrative should also indicate how the center will be operated in compliance with each of the applicable operating standards of N.J.A.C. 7:26A-4.1(a1-3 and 5-9: 4.1(b): 4.5(a) 3-5.6.7i.7iii and 7viii-xi: 4.5(b)7. 9-12.14.17.20 and 21; and 4.5(c).
See Attachment D for Narrative of Operations.

15. **District Plan Inclusion** — Documentation establishing that the recycling center has been included in the applicable district solid waste management plan.

Please see Attachment E. for approval of the County of Gloucester.

16. **Operation Plan** — Provide an Operations Plan which shall include, at a minimum, the following:

A. **Hours of Operation** — The hours and days of operation during the active composting season, and during the final curing/distribution season, if different.

   Hours of Operations:
   - **All Seasons:**
   - **Acceptance of Materials:**
     - Monday through Friday: 7:30 AM to 4:30 PM
     - Saturday: 7:30 AM to 1:00 PM (seasonal)
   - **Processing:**
     - Monday through Friday: 7:30 AM to 4:30 PM
     - Saturday: 7:30 AM to 1:00 PM (seasonal)

B. **Incoming Materials Specification Sheet** — A copy of an Incoming Materials Specification Sheet which shall be provided to all persons delivering recyclable materials to the center and which shall include the following:
   a. **Materials Listing** — A listing of the types of recyclable materials which may be accepted.
   b. **Specification** — The materials specification or other restrictions on the recyclable materials to be received.
   c. **Notice of Incoming Shipment Inspection** — A notice that incoming shipments of recyclable materials will be inspected and/or analyzed and, if found to contain unauthorized materials or excessive contamination as specified per N.J.A.C. 7:26A-3.5(e)3i will be barred from offloading.
   d. **Notice of Incoming Shipment Certification** — A notice requiring that persons shipping recyclable materials to the center certify the amount of material per load, the municipality, of origin of the recyclable material.
and other information contained on the Recyclable Materials Receipt Form.

The current Class B recycling facility utilizes the current form and will continue to utilize the form.

C. Recyclable Materials Receipt Form – A Recyclable Materials Receipt Form which shall be provided to all persons shipping recyclable materials to the center and which shall include the following information for each vehicle delivering recyclable materials to the recycling center:

a. **Amount Received** – The amount of recyclable material received expressed in ton, cubic yards or cubic feet. NOTE: Indicate methods used to measure incoming materials and provide weight to volume conversion ratio.

b. **Municipality of Origin**

c. **Name of Transporter**

d. **Vehicle License Plate Number**

e. **NJDEP Registration Number**

f. **EPAID Number**

g. **Certification** – A certification (to be completed and signed at the time of delivery by the transporter delivering the recyclable materials) that the information contained on the Recyclable Materials Receipt Form is true, accurate and complete.

h. **Incoming Materials Inspection Plan** – An Incoming Materials Inspection Plan which details the manner in which incoming material loads will be inspected and/or analyzed to determine if the shipment contains unauthorized materials or excessive contamination. NOTE: Also describe methods of removal (from incoming shipments) and off-site disposal of any hazardous waste, including designation of destination facilities; and methods for removal and either recovery for recycling or disposal of all other non-compostable wastes, including designation of disposal sites.

The facility is in operations and will use existing form.

17. **Description of Traffic Control Methods** – Describe the methods to control traffic and expedite unloading.
The facility is currently in operation and does not request a change in the daily limit of the facility. Traffic is not to be impacted. The facility has plenty of space within the facility for all unloading and loading. In addition, there is ample space at the scalehouse and no backups on the main road have been experienced or are anticipated.

18. **Drainage Control Systems – A description of leachate and storm water drainage control measures.**

No changes to the grading are anticipated. The facility has a NJPDES Discharge to Stormwater permit and will continue to operate pursuant to that permit.

19. **Soil Erosion Control – A description of methods used to control soil erosion and to comply with the New Jersey Soil Erosion and Sediment Control Regulations found at N.J.A.C. 4:24-43.**

The facility has filed a Soil Erosion and Sediment Control Plan with the Gloucester Soil District for past operations and does not anticipate changes to that Soil Plan for purposes of this application.

20. **Noise Control Systems – A description of methods used to minimize, manage and monitor noise at nearby residential and/or commercial property lines in compliance with the NJ Noise Control regulations found at N.J.A.C. 7:29. Provide manufacturer’s specifications on sound level ranges for all equipment to be used.**

The facility has been in operations for approximately 30 years. The current operator has been operating the Class B Recycling Center for over 2 years. All equipment to be used at the Class C operations are currently in operation at the facility and no new equipment is anticipated.

21. **Traffic**
   A. **Traffic Impacts – Describe the impact the recycling center will have on existing transportation patterns.**
   
   B. **Compliance with Code – Demonstrate that traffic associated with recycling center operations will not result in an unacceptable decrease in the existing level of service as defined in the NJ State highway Access Management Code**
(Appendix C to the manual) for any major intersection or public roadway within a one-half mile radius of the recycling center.

The proposed development of the Class C facility does not change traffic impact. The overall daily limit of the facility is 1,440 tons per day and the company does not request an increase. Traffic along Delsea Drive will not be affected.

22. Compost Quality Assurance – A description of methods used to monitor, sample and test the composting materials for process control and product quality assurance, as specified at N.J.A.C. 7:26A-4.5.

See Attachment D. Narrative of Operations.

23. Contingency Plan - Provide a contingency operations plan in the event of wind, heavy rains, snow, freezing temperatures or other inclement weather conditions.

See Attachment D. Narrative of Operations.

24. Fire Protection - Describe the fire protection and control procedures to be employed at the site.

   A. Water Supply – Demonstrate that adequate water supply will be readily available to fight fires.
   
   B. Fire Fighting Equipment – Demonstrate that adequate firefighting equipment will be readily available on site.
   
   C. Posting of Phone Number – Indicate that the telephone number of the local fire department will be posted at the entrance to the recycling center.

The company had an approved Fire Control Plan. See attached as Attachment F.

25. Vector Controls

Facility personnel will monitor the Class C operations on a daily basis. Vectors will be controlled by daily observance of the operations and monitoring of temperatures.
26. Dust Controls

The overall site monitors wind direction. In excessively windy conditions the operators will cease grinding and screening. The facility has a water truck and will spray water on the roadways if necessary to reduce dust.

27. Litter Controls

The Company is very careful about monitoring incoming materials. No excessive amounts of contaminants are allowed. The NJDEP is well aware of the Company's operation at the current site and its other Class B/C Recycling Center in Sewell. Any amount of contaminants that are visible will be removed.

28. Sensitive Receptors — Describe the nearest sensitive neighboring receptors (residential, commercial, and institutional). Provide approximate distances to property lines from the recycling center.

The distance to property lines from the Class C operations is as follows;

- 0 feet to property line on the northern side.
- 1,900 feet to property line on the southern side.
- 300 feet to property line on the eastern side.
- Route 55 borders the western side.

The Class C operations are within the Class B facility site. No additional sensitive receptors have been located near the facility since its inception.

29. Soils Characteristics — Describe the soils characteristics of the site according to soil surveys published by the appropriate Natural Resource Conservation Service District.

See Attachment J.

30. Odor Control Systems — A description of methods used to minimize, manage and monitor odors to prevent the detection of odors off-site and to comply with the New Jersey Air Pollution Control Regulations found at N.J.A.C. 7:27.
The Class C composting operations will be operated to minimize any type of odor. Proper odor control is best handled by proper windrow operations and temperature monitoring. Screening or turning of windrows will be minimized in higher wind conditions.

31. Environmental Impact — Describe the impact the facility will have on the following:
   A. Surface Water Quality
   B. Ground Water Quality
   C. Wetlands
   D. Pineland Areas
   E. Agricultural Development Areas
   F. Dedicated Recreational Areas
   G. Dedicated Open Space Areas
   H. Floodways
   I. Endangered or Threatened Wildlife
   J. Endangered or Threatened Vegetation

The facility site was approved many years ago as a Class B Recycling Center. None of the above has changed.

32. Composting Information — For facilities performing composting, include the following:
   A. Aeration Process — Describe the aeration process, including:
      a. Composting Method — Methods listed at N.J.A.C. 7:26A-4.5(a)7vi, or any other composting method approved by the Department may be employed.

      b. Frequency — Describe the frequency of turning operations. NOTE: A windsock shall be installed at the recycling center in order to indicate wind direction so that the operator may determine appropriate times for windrow turning operations.
c. **Equipment** — Describe the composting equipment to be used.

See Attachment D for Narrative of Operations.

B. **Additives** — Provide a list of additives (e.g. water to maintain proper moisture content or nitrogen sources to maintain carbon to nitrogen ratios).

Only water will be added if needed.

C. **Process Term** — Provide the term of the composting process, from the time of windrow formation to such time as the curing pile is broken down for final product processing and distribution.

See Attachment D.

D. **Staging Steps** — Provide the following information regarding the staging of recyclable materials:
   a. **Delivery Rates** — Provide anticipated daily, hourly and peak hourly delivery rates, expressed in numbers of trucks and in volume and weight of materials brought on site.

   b. **Staging Procedures** — Describe procedures for staging of materials prior to formation of windrows.

   c. **Storage Procedures** — Describe procedures for storage of finished compost prior to shipment off-site.

See Attachment D for Narrative of Operations.

E. **Grass Composting Information** — If Grass will be accepted for composting, provide the following additional information:
   a. **Quantity** — Maximum quantities to be composted.

   No more than 5 percent of total vegetative wastes accepted.
b. **Storage Time** – The length of storage time upon acceptance.

Grass will be incorporated into windrows at the end of the day.

c. **Mixture Ratio** – Ratio of mixture (e.g. 3 parts leaves to 1 part grass).

Incorporated into windrows at a mixture of at least 3 parts leaves to 1 part grass.

d. **Mixing Methods** – Describe methods of mixing grass with partially decomposed leaves, including the equipment to be used.

Front end loaders used to mix.

e. **Aeration Frequency**

See Attachment D.

f. **Composting Duration**

See Attachment D.

F. **Refinement Steps** – A description of any refinement steps (e.g. screening) which will be employed prior to finished product distribution.

No additional refinement to regular vegetative materials.

33. **Approvals to Locate on Green Acres Lands** – Provide evidence of NJDEP and State House Commission approvals. If the recycling center will be located on land which has been purchased with money from any Green Acres bond act or which is designated as land for recreation and conservation purposes and is listed in Green Acres recreational land inventory prepared by individual municipalities and counties and approved by the Department pursuant to N.J.S.A. 13:8A-1, 13:8A-20, 13:8A-35 and N.J.A.C. 7:36. Include a demonstration that any and all conditions of said approvals are complied with.

Not applicable.
34. Public Notice – Provide a demonstration that the following public noticing procedures have been complied with:

A. Type of Notice – The notice shall have been published in a newspaper of general circulation within the host municipality.

B. Contents of Public Notice – The notice shall have included the following:
   a. Statement of Intent – An indication that the applicant will apply to the county for inclusion of a recycling center in the district solid waste management plan and will apply to the Department for a recycling center approval.
   b. Names – The name of the proposed recycling center and the name of the owner or operator of the proposed recycling center.
   c. Address – The street address and the Tax Map Block and Lot number of the proposed recycling center.
   d. Description - A description of the proposed recycling center activities.
   e. Statement of Availability of Application – An indication that a copy of the application for inclusion in the district solid waste management plan may be examined at the offices of the municipal clerk or the county solid waste or recycling coordinator.
   f. Statement of Acceptance of Comments – An indication that public comments regarding the application for inclusion in the district solid waste management plan may be submitted to the county clerk’s office or the office of the county solid waste or recycling coordinator, or may be made in person at the public hearing to be held by the board of chosen freeholders.

C. Timing of Publications – The public notice shall be published twice, as follows:
   a. First Publication – The first notice shall have been published prior to filing an application with the Department for a recycling center approval, and concurrent with or subsequent to filing for district solid waste management plan inclusion.
b. **Second Publication** – The second notice shall have been published no less than 15 days prior to the public hearing held by the board of chosen freeholders.

See Attached Public Notice as Attachment G.

35. **Supplemental Application Requirements** – Submit the following, as applicable:

36. **Submittal of Application to Local Officials** – Provide documentation that a copy of the application for general approval has been submitted to the following officials.

A. **County – The County Solid Waste or Recycling Coordinator.**

See Attachment H.

B. **Municipality – The Municipal Clerk.**

See Attachment H.

37. **Certification and Signatures** – Provide a written certification.

See Attachment I.

Site Plans = Attachment K.
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT A.

TAX MAP
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT B.

PARTIAL CUSTOMER LIST
County Conservation, LLC
Class C Recycling Center
Franklin Township, Gloucester County

Partial Customer List.

County Conservation, LLC operates a Class C Recycling Center in Washington Township, Gloucester County. Upon approval by the NJDEP of the Class C operations, the company will utilize its existing customer network for the marketing of all products (compost, topsoil, soil blends). This network has been utilized for over 30 years. Types of markets are as follows:

Scotts – product sold to company for use in their bagging operations.

Contractors such as JPC Group for use in commercial, residential and industrial development.

Garden Centers.

Atlantic County Utilities Authority – For sale to residents.

Municipal bids such as Cherry Hill and other municipalities.

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<tr>
<td>Atlas Copco</td>
<td>Air compressor</td>
<td>USAO14145</td>
<td>57076</td>
</tr>
<tr>
<td>Atlas Copco XAS 97</td>
<td>Air compressor</td>
<td>USAO14147</td>
<td>57076</td>
</tr>
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<td>John Deere</td>
<td>Guster 4 x 4</td>
<td>U0825GSHAMO10823</td>
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COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT D.

NARRATIVE OF OPERATIONS
COUNTY CONSERVATION, LLC

NARRATIVE OF CLASS C RECYCLING CENTER OPERATIONS
FRANKLIN TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

(JULY 2021)

County Conservation, LLC. (the “Company”), will operate a composting facility on Block 2403; Lots 10, 11, 12, 13, and 14, and Block 2103; Lots 29, 31, 32 and 33, in Franklin Township, Gloucester County. The location of the composting operations under the Class C Recycling Center General Approval will be at the location of the Company’s Class B facility (Permit No: 133555). The company intends to be included into the Gloucester County Solid Waste Management Plan for a full scale Class C Recycling Center.

The site will be developed on a portion of the overall recycling site (see Site Plans). Not all of the lot will be utilized (please see Site Plan), but will utilize an existing roadway for ingress and egress off of Delsea Drive (existing entrance to Class B facility).

The site is currently used for multiple purposes (Class B operations, farming, erosion sock production). These uses will continue on the site, and will remain complementary to the composting operations.

The company will accept Class C materials for the production of compost, which will be marketed in bulk. The Class C materials to be accepted will include: vegetative waste such as leaves, grass, brush and small tree parts. Stumps may be accepted in future since the Company has equipment for such processing. The company will also accept soils for blending and use in the manufacture of topsoil and other soil products. The company will process all accepted materials (grinding, screening, and blending) and will store all products at designated areas. At the storage locations, the company will load customers’ vehicles

1. Acceptance of Recyclable Materials:

A. Vehicles containing recyclable materials arrive at County Conservation Class B/C’s facility. All vehicles enter the site from Delsea Drive. The vehicle drives through the site entrance and proceeds to the designated area. A sign is posted on the access road indicating the procedure to follow. The driver goes to the office and signs a Recyclable Materials Receipt Form. The driver is instructed where to go for delivery of the material.

B. After the driver is given clearance, he/she is directed to a specific location on the site. If the material is a Class C material the driver will be directed to the Class C drop-off location. If the material is any material for blending
operations, the driver will be directed to that portion of the site identified for drop-off of that material. The loader operator in the designated field approaches the driver and asks the type of material that is to be unloaded. The loader operator gives the driver direction as to where the material is to be unloaded. All loader operators carry radios and are in immediate contact with office staff and each other. This allows for constant communications during operations. It is anticipated that average loads of received materials will be between 4 to 10 tons. This will mean that approximately 10 to 30 vehicles will arrive at the site per day during much of the year and up to 30 to 90 vehicles during peak leaf season (November and December).

The loader operator visually inspects the unloading of the material for any contamination. If the loader operator determines that there is substantial contamination (greater than one percent by volume of the load), the driver is instructed to cease unloading. The loader operator will either (1) reload the vehicle or (2) make out a report and the staff will contact the generator or hauling company the next business day and make arrangements for removal of the rejected material. After the load is discharged, the loader operator will again inspect the material accepted at the site. Contaminants that are easily removed may be removed at his point and placed in a roll-off container (or other residue container) for eventual disposal.

2. Operation Procedures:

   A. Soil Blending Activities: Materials delivered for the company’s soil blending operations will be unloaded in designated storage piles. This area is depicted on the site plan. Various materials will be used from time to time including, but not limited to, topsoil, fill dirt, sand, compost or other blending materials. These materials are used to meet customer product requirements. These materials are mixed (blended) together by either use of front-end loaders and making piles of the mixed materials. In other instances the various materials are placed through the screening equipment and mixed through the screening process. Finished material is placed in storage piles waiting loading into customers’ vehicles or delivered to the company’s bagging operation on an adjacent site.
B. **Compost Operations.**

The facility will accept leaves, grass, brush, tree parts and stumps. The compost operation will employ the low level technology process.

Drivers will be directed to the appropriate area within the site (See Section C of the attached Site Plans).

Once the loader operator approves the material for acceptance the operator will direct the unloading to a windrow and deposit the material in a newly formed windrow. The windrows will be initially formed at a maximum height of eight (8) feet. It is anticipated that the piles will routinely lower naturally to no more than six (6) feet before the initial turning.

Each windrow will be formed initially at a height of no more than eight feet as the initial forming. It is anticipated that each windrow will be no more than six feet within a few days. The width of the piles will be no more than fourteen (14) feet with an aisle spacing between windrows of sixteen (16) feet.

Windrows will be turned a minimum of once per calendar quarter and after a minimum of three quarters the windrow will be placed in a curing pile. During the composting cycle the facility will test for oxygen and temperature. When appropriate, based upon temperature, the material will be place into curing piles. The curing piles will be no higher that 25 feet.

Finished product will be tested once per year according to the recycling rules. Finished product will be place into storage piles and marketing. No finished product will remain on the site for more than one year.

3. **Equipment List:**

The equipment utilized at the Class C operations is the equipment utilized at the Company's Class B operations. Please see immediately following this Narrative of Operations the list of equipment.

4. **Residue Disposal:**

The site has roll-off containers available for the placement of any contaminants from the operations. Contaminants are removed during any part of the operations including: acceptance of materials, inspection prior to processing, shredding (chipping) or screening of
the materials and prior to shipment. Roll-off containers are removed regularly by the solid waste hauling company under contract to the facility.

5. **Product Marketing and Distribution:**

The company has been in the business of composting and marketing soil products for many years. The company has supplied contractors, garden centers, landscapers, municipalities and construction sites with mulch and soil products during this period of time. The company's customer base for mulch and soil products will be utilized for the marketing of products from the composting operation.

6. **Contingency Plans:**

The Class B Recycling Center has been in operations for approximately 30 years. County Conservation, LLC, the current operator, has operated the site for over 2 years. County Conservation is a very experienced Class C Recycling Center operator.

The facility has been designed for stormwater runoff in even heavy rains. The surface of the roadways and the composting area are compacted for heavy equipment use, even in heavy rains or freezing temperatures. In heavy winds, the Company will restrict unloading and/or placement of materials in windrows if the material cannot be contained. The site is well of the roadway and adjacent property owners and materials will now blow off the site. The equipment has been utilized in freezing temperatures and the Company does not anticipate any issues due to excessively high or low temperatures.
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT E.

COUNTY SWMP APPROVAL
To be included upon approval of the

Board of County Commissioners
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT F.

FIRE CONTROL PLAN
FIRE CONTROL PLAN
for
CLASS B RECYCLING CENTER
at
COUNTY CONSERVATION, LLC
FRANKLINVILLE LOCATION
(BLOCK 2403; LOTS 10,11,12,13, and 14)

Franklin Township, Gloucester County

May 6, 2021

John Petrongolo
Managing Member
FIRE CONTROL PLAN
for
CLASS B RECYCLING FACILITY
at
COUNTY CONSERVATION, LLC
FRANKLINVILLE LOCATION
(BLOCK 2403; LOTS 10,11,12,13, and 14)
Franklin Township, Gloucester County

Background, Purpose and Scope

This document has been prepared to identify the fire control measures and plan of action for fire incidents which may arise at the Class B Recycling Facility operated by County Conservation, LLC and located in Franklin Township, Gloucester County.

The project is be regulated as a Class B Recycling Center by the New Jersey Department of Environmental Protection, and approval of the NJDEP is required before the modified operations can commence as identified in the Site Plans attached. Approval of the site plans by the local Fire Marshall is required before NJDEP will approve the site modifications.

The existing operation accepts; (1) clean wood waste and wood chips which is ground on-site and colored as needed to produce a commercial wood mulch product: (2) aggregates that are crushed for re-use; and (3) the proposed asphalt shingle and plastics recycling where the material is processed by grinding and re-used in the industry. The existing operation also receives soils and manufactures topsoils and other specialized soils. The proposed Modification will add the asphalt shingles and plastics onto the existing operations.

The project is located off of Delsea Drive on the Block and Lots described above in Franklin Township, Gloucester County. It is bordered by Route 55 to the west and railroad tracks to the East. Currently there is a berm that separates the property on South side and a wooded area that separates the site on the North side. All operations at the site, with the exception of the scale house and administrative office, are conducted outdoors. The facility is accessed by all vehicles from Delsea Drive.
Description of and Site

The existing and proposed operations will be on compacted gravel and earth surfaces on which are piled the soil material, wood products, aggregates, plastics and recycled products which are produced by the operation. Internal roadways consisting of 24 to 30 feet wide gravel surfaced roads provide access to all work areas of the site.

The facility has a number of wells that provide water for the operations and can provide a source of water for fire protection. There are three (3) 10 HP wells that produce 125 gallons per minute; one (1) 5 HP well that produces 50 gallons per minute and one (1) 1 HP well that produces 30 gallons per minute. There are five (5) hydrants on the site. All of the above wells and hydrants are shown on the attached Site Plan.

This facility also has a 2,500-gallon water truck located on the property and is used periodically for dust control and is available for fire protection

Facility Wide – Procedures and Safety Instructions:

All employees will familiarize themselves with the locations and operation of all fire extinguishers and safety equipment. All personnel will be trained in the proper use of all fire extinguishers and correct procedure for calling the Fire Department. All fire extinguishers will be hydrostatically tested by reputable testing companies.

The emergency phone numbers are posted next to all telephones.

Fire Prevention:

All work areas are kept clean and free from accumulation of trash and debris.

Rags containing grease and oil will only be deposited in a metal container marked strictly for that purpose.

Smoking is strictly prohibited on the entire site.

All electrical connections and wiring will be kept in good condition.

Extreme care will be taken whenever handling liquids.

No flammable liquids will be used for cleaning purposes.
Fire Control Plan - Exterior Elements

Proposed wood material, finished mulch and compost receiving and storage stockpiles are to be located throughout the site as shown on the NJDEP Recycling Facility site plans. Piles of combustible materials are separated by minimum 25 feet wide fire lanes and are limited in height to 25 feet.

Proposed outside operating equipment includes loaders, tub grinders, and windrow turning equipment. All pieces of exterior operating equipment will be fitted with a fire extinguisher of minimum 4A:80B:C rating.

Exterior fire control maintenance will include maintenance of the unprocessed and processed stockpiles within the pile areas shown on the plan, placement of reject materials in a 20 to 40 cubic yard steel roll-off container and removal from the site when the container is full.

Fire Control Operations

In the event of a fire at the recycling center, either exterior or interior (administrative office area), the following procedures will be followed:

1. The local Fire Department will be called immediately on discovery of fire or smoke in the proposed project area.

2. Fire extinguishers and/or existing small hose will be used by operating personnel to extinguish small fires until the fire department arrives.

3. If a fire occurs in an exterior pile, or in an inbound or outbound truck, and it is of manageable size for the operating personnel, the burning material will be removed from the location to a safe distance using a front end loader, and/or by driving the truck away from combustible materials to an open area of the site such as an unused storage area or the storm basin, and small hose or fire extinguishers will be used to extinguish the fire until the fire department arrives. If the fire is too large for safe handling by the operating staff, the area will be evacuated and response will be handled by the local Fire Department.

4. After arrival of the fire department, the incident will be handled as directed by the fire department site commander.

Emergency Contact Numbers

Fire Department: Franklinville Fire Department
Telephone: 911 or 856-589-0911
Address: 181 Swedesboro Road, Franklinville, NJ 08322
Mr. Dana DeCesari, Fire Chief
END OF DOCUMENT

Attachments: Site Plans as submitted to NJDEP for Recycling Center General Approval
- consisting of 2 plans prepared by Edward Belski, P.E.
FIRE SAFETY PERMIT

Permit Number: 20-0468
Permit Fee: $427.00
Registrations: 090115A

Issued: June 23, 2020
Expires: December 31, 2021

Permission is hereby granted to:
COUNTY CONSERVATION, LLC – YARD
2088 Delsea Drive
Franklinville, NJ 08322

Located at:

The following activities are covered by this permit:

Type 3 permit

Approval is contingent on the following conditions:
A working water pump must be on site fire lanes must be maintained

Note: This is a Fire Safety Permit, ONLY.

It is the Applicant’s responsibility to ensure compliance with all applicable
health, police, building or construction requirements.

This permit must be conspicuously posted
at the site for the duration of the activity.

Failure to comply with the Fire Code
requirements or any condition set forth
above is cause for revocation of this permit.

Date

[Signature]
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT G.

PUBLIC NOTICE
NEWSPAPER NOTICE

County Conservation, LLC. has made application to the County of Gloucester to amend the Gloucester County Solid Waste Management Plan for the incorporation into the Solid Waste Management Plan of a Class C Recycling Center to accept a maximum of 450 tons per day at the proposed composting facility to be located at 2989 Delsea Drive in Franklin Township on a portion of an 88.06 acre site, identified as Block 2403, Lots 10 to 14 and Block 2103, Lots 29 and 31 to 33 in Franklin Township in Gloucester County. The proposed facility is located within the Company's exiting Class B Recycling Center.

The proposed facility will accept Class C Recyclable Materials (leave, grass, brush, tree parts and stumps) for purposes of composting and the production of compost and soils for distribution. The facility, upon incorporation into the Gloucester County Solid Waste Management Plan, will seek all applicable approvals from the New Jersey Department of Environmental Protection.

A public hearing will be held before the Gloucester County Board of County Commissioners once the application is approved by the Gloucester County Solid Waste Advisory Committee. The application, submitted to the Gloucester County Improvement Authority, is available for inspection at the Gloucester County Improvement Authority’s (“GCIA”) solid waste office located at 503 Monroeville Road, Swedesboro, New Jersey 08085 and at the Franklin Township Clerk’s office at 1571 Delsea Drive, Franklinville, New Jersey 08322. Any comments on the proposed application may be made to the Gloucester County Recycling Coordinator, Ms. Monica Gismondi of the Gloucester County Improvement Authority for a period of 30 days from the date of the first Public Notice. Any questions may be answered by contacting the GCIA at (856) 478-6045.
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT H.

PROOF OF MAILING TO
COUNTY/MUNICIPALITY
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT I.
CERTIFICATION
COUNTY CONSERVATION, LLC
CLASS C MODIFICATION

CERTIFICATION

I, John Petrongolo, am the General Manager of County Conservation, LLC, the company that operates the Class B Recycling Center (Facility ID NO.: 132555) in Franklin Township. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Class C Modification document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information in true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I understand that, in addition to criminal penalties, I may be liable for a civil administrative penalty pursuant to N.J.A.C. 7:26-5 and that submitting false information may be grounds for denial, revocation or termination of any solid waste facility permit, recycling center approval (general or limited), or vehicle registration for which may be seeking approval or now hold.

[Signature]

John Petrongolo
Print Name

7/27/21
Date
COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT J.

SOIL INFORMATION
MAP LEGEND

Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG: 3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Gloucester County, New Jersey
Survey Area Data: Version 18, Jun 1, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 14, 2015—Sep 16, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
## Map Unit Legend

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<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
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</thead>
<tbody>
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<td>Atsion sand, 0 to 2 percent slopes, rarely flooded</td>
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<td>2.3%</td>
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<td><strong>191.8</strong></td>
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COUNTY CONSERVATION, LLC

CLASS C RECYCLING CENTER APPLICATION
INCLUSION INTO GLOUCESTER COUNTY SOLID WASTE
MANAGEMENT PLAN

JULY 2021

ATTACHMENT K.

SITE PLANS
GLOUCESTER COUNTY SOLID WASTE ADVISORY COUNCIL

RESOLUTION RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GLOUCESTER
ADOPT AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN
APPROVING COUNTY CONSERVATION, LLC’S APPLICATION TO OPERATE A
CLASS “C” RECYCLING FACILITY WITHIN THE COMPANY EXISTING CLASS
“B” RECYCLING CENTER

WHEREAS, The Board of County Commissioners of the County of Gloucester
(“County”) adopted on June 11, 1979, the Gloucester County Solid Waste Management Plan
(“Plan”) pursuant to the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq.,
and has subsequently adopted modifications and amendments thereto; and

WHEREAS, The Board of County Commissioners of the County of Gloucester has
created a Solid Waste Advisory Council (the “S.W.A.C.”) pursuant to N.J.S.A. 13:1E-1 et seq.,
to conduct public hearings on applications for amendments to the Gloucester County
Comprehensive Solid Waste Management Plan; and

WHEREAS, in a public hearing via Zoom on January 26, 2022, the SWAC heard an
application by County Conservation, LLC, with offices at 2989 Delsea Drive, Franklinville, New
Jersey 08322 (“Conservation”) to amend the Plan permitting them to operate a Class “C”
recycling facility within the company existing Class “B” at the aforementioned address also
designated in Franklin Township as Block 2403, Lots 10, 11, 12, 13 & 14 and Block 2103, Lots
29, 31, 32 & 33; and

WHEREAS, John Purves, Esq., Attorney at Law, retained by the Applicant, and John
Petrongolo, Director- County Conservation, LLC, presented an overview of the project with
sworn testimony; and

WHEREAS, the Class “C” recycling activities will operate on a portion of the site not
utilized for Class “B” activities. The additional Class “C” facility will accept leaves, grass, brush
and small tree parts for composting and anticipates a maximum of 130,000 cubic yards on an
annual basis. Stump may be accepted in the future since the company has the equipment for
processing. The facility is limited to 1,440 tons per day for all recyclable materials accepted at
the facility; and

WHEREAS, there were zero (0) members of the public who expressed an opinion for or
against the application at that hearing; and

WHEREAS, the SWAC considered the evaluation criteria set forth in the Procedures and
Guidelines for SWMP Inclusion of Recycling Facilities and N.J.A.C. 7:26A-3.2(a)-(j); and

WHEREAS, at the conclusion of the hearing via Zoom on January 26, 2022, the SWAC
voted without dissent to recommend approval of County Conservation, LLC application for a
Plan amendment.

NOW, THEREFORE, BE IT RESOLVED that the SWAC endorses the proposal
presented by County Conservation, LLC and recommends that The Board of County
Commissioners of the County of Gloucester amend the Plan for their inclusion.

BE IT FURTHER RESOLVED that copies of this Resolution shall be immediately
forwarded to the New Jersey Department of Environmental Protection and to the County.

This resolution shall take effect immediately upon the vote of approval this 26th day of

GLOUCESTER COUNTY
SOLID WASTE ADVISORY COUNCIL

ERIC M CAMPO, CHAIRMAN
May 25, 2022

Gloucester County Solid Waste Advisory Committee
c/o County Counsel
County Administration Building
2 South Board Street – 2nd Floor
PO Box 337
Woodbury, NJ 08096

Re: Class “C” Recycling Center

Dear Sir/Madam:

The Township of Franklin in Gloucester County has been made aware that County Conservation, LLC, wishes to construct and operate a Class “C” Recycling Center within the Township on the company’s existing Class “B” Recycling Center site.

The proposed Class “C” Recycling Center is to be located on the existing site (Block 2403 Lots 10, 11, 12, 13, and 14; and Block 2103, Lots 29, 31, 32, and 33) and will accept Class “C” Recyclable Materials including (1) leaves; (2) grass; and (3) brush for the purpose of composting these materials.

The Township supports the development of the above-noted facility for the purpose of recycling the items identified above.

Sincerely,

[Signature]

JOHN BRUNO, Mayor

MPL/pmh
CC: Franklin Township Committee
RESOLUTION APPROVING THE BILL LISTS
FOR THE MONTH OF JUNE, 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 June 10, 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 June 10, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending June 10, 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 June 10, 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 June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

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 $75,000.00, which item is now available as a revenue from the State of New Jersey, Department of Human Services, Communication Access Services Grant, to be appropriated under the caption of the State of New Jersey, Department of Human Services, Communication Access Services Grant - Other Expenses.

(2) The sum of $10,798.00, which item is now available as a revenue from the State of New Jersey, Department of Health, County Right To Know Program, to be appropriated under the caption of the State of New Jersey, Department of Health, County Right To Know Program - Other Expenses.

(3) The sum of $38,442.00, which item is now available as a revenue from the State of New Jersey, Department of Children and Families, Youth Incentive Program, to be appropriated under the caption of the State of New Jersey, Department of Children and Families, Youth Incentive Program - Other Expenses.

(4) The sum of $30,000.00, which item is now available as a revenue from the State of New Jersey, Department of Military and Veterans Affairs, Veterans Transportation, to be appropriated under the caption of the State of New Jersey, Department of Military and Veterans Affairs, Veterans Transportation - Other Expenses.

(5) The sum of $37,977.00, which item is now available as a revenue from the State of New Jersey, Governor’s Council on Alcoholism and Drug Abuse, Youth Leadership Grant, to be appropriated under the caption of the State of New Jersey, Governor’s Council on Alcoholism and Drug Abuse, Youth Leadership Grant - Other Expenses.

(6) The sum of $200,000.00, which item is now available as a revenue from the State of New Jersey, Department of Human Services, Comprehensive Addiction Services Grant, to be appropriated under the caption of the State of New Jersey, Department of Human Services, Comprehensive Addiction Services Grant - Other Expenses.

(7) The sum of $214,000.00, which item is now available as a revenue from the State of New Jersey, Department of Health, Special Child Health-Case Management, to be appropriated under the caption of the State of New Jersey, Department of Health, Special Child Health-Case Management - Other Expenses.

(8) The sum of $250,000.00, which item is now available as a revenue from the State of New Jersey, Department of Health, COVID-19 Vaccination Supplemental Funding Program, to be appropriated under the caption of the State of New Jersey, Department of Health, COVID-19 Vaccination Supplemental Funding Program - Other Expenses.

(9) The sum of $31,656.00, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety, Stop Violence Against Women Act, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety, Stop Violence Against Women Act - Other Expenses.

(10) The sum of $410,257.00, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety, Victims of Crime Act (VOCA), to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety, Victims of Crime Act (VOCA) - Other Expenses.

(11) The sum of $153,312.00, which item is now available as a revenue from the Emergency Food and Shelter National Board, Emergency Food and Shelter National Board Program, to be appropriated under the caption of the Emergency Food and Shelter National Board, Emergency Food and Shelter National Board Program - Other Expenses.
(12) The sum of $58,650.00, which item is now available as a revenue from the State of New Jersey, Department of Transportation, Cross Keys Bypass (CR689) and Hurffville Cross Keys Road (CR654) Resurfacing and Safety Improvements, to be appropriated under the caption of the State of New Jersey, Department of Transportation, Cross Keys Bypass (CR689) and Hurffville Cross Keys Road (CR654) Resurfacing and Safety Improvements - Other Expenses.

(13) The sum of $21,795,279.00, which item is now available as a revenue from the US Office of Recovery Programs, American Rescue Plan Act-Local Fiscal Recovery Funds, to be appropriated under the caption of the US Office of Recovery Programs, American Rescue Plan Act-Local Fiscal Recovery Funds - Other Expenses.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 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 BOWMAN & COMPANY, LLP
FROM JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT
NOT TO EXCEED $135,000.00

WHEREAS, the County of Gloucester recognizes the need for professional accounting and auditing services and other related services on an as-needed basis, and requested proposals via RFP-022-044, from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Bowman & Company, LLP of 6 Broad Street, Suite 201, Woodbury, NJ 08096 made an advantageous proposal based on price and other factors and was qualified to provide said services from July 1, 2022 to June 30, 2023 in an amount not to exceed $135,000; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board is directed to attest to a contract with Bowman & Company, LLP for professional accounting and auditing services and other related services, as set forth in RFP-022-044, from July 1, 2022 to June 30, 2023 in an amount not to exceed $135,000.00; and

BE IT FURTHER RESOLVED that prior to any 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; and

BE IT FURTHER RESOLVED that a brief notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law stating the nature, duration, service and amount of the contract, and 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 June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BOWMAN & COMPANY, LLP

THIS CONTRACT is approved the 15th day of June, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and BOWMAN & COMPANY, LLP, with an address of 6 N. Broad Street, Suite 201, Woodbury, NJ 08096, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional accounting/auditing and other related services on an as-needed basis, as per RFP-22-044; 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. The term of this Contract shall be for a period of one (1) year from July 1, 2022 to June 30, 2023.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $135,000.00, as per prices submitted in Contractor’s Proposal dated May 25, 2022 which is incorporated into and made part of this Contract by reference.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall for professional accounting/auditing and other related services on an as-needed basis, as set forth in RFP-22-044, and Contractor’s Proposal, which are incorporated herein 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-22-044.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.
10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

15. **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-22-044 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-044, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective the day and year first above written.

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

ATTEST:  

LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:  

BOWMAN & COMPANY, LLP

By: MICHAEL J. WELDING  
Title: PARTNER
PROPOSAL TO PROVIDE
AUDITING SERVICES TO THE
COUNTY OF GLOUCESTER

MAY 25, 2022

Submitted by: Michael J. Welding
6 North Broad Street, Suite 201
Woodbury, New Jersey 08096
Phone: 856.853.0440
Fax: 856.435.0440
www.bowman.cpa

BOWMAN & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS
D. BASIS FOR CHARGES AND FEES

1.0 Fee Proposal

Our fees are based on the time expended and the hourly rates of our staff necessary to perform an engagement. The proposed fee for the services to be performed, as identified in Section B. 1.0 of this proposal, will be based on the time required to perform the audit, but will not exceed $135,000.00, subject to the condition and timely availability of the financial records.

Our "Current Standard Hourly Rates" for services rendered during the period July 1, 2022 through June 30, 2023 are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Administration / Report Processing</td>
<td>$50.00</td>
</tr>
<tr>
<td>Associate</td>
<td>108.00</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>128.00</td>
</tr>
<tr>
<td>Manager</td>
<td>154.00</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>189.00/209.00/239.00</td>
</tr>
<tr>
<td>Partner</td>
<td>260.00</td>
</tr>
</tbody>
</table>

*rates are subject to change effective July 1, 2023*

2.0 Additional Services

If the County requests any additional services that are not included in Section B. 1.0 of this proposal, our fees will be based on the hours spent to perform those services and the aforementioned hourly rates.

**Specialized Financial and Bonding Rate and Minimum Fees.** The charges for Specialized Financial Services for professional staff shall be charged at one and one-quarter (1¼) times the "Current Standard Hourly Rates" at the time service is rendered.
RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF THE DISTRIBUTION AMOUNT AND ACCEPTANCE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ESTATE OF MARGARET M. TREXLER

WHEREAS, the Gloucester County Animal Shelter was named as a beneficiary under the Last Will and Testament of Margaret M. Trexler; and

WHEREAS, the Gloucester County Animal Shelter shall receive from the Executor the sum of Twenty-One Thousand Two Hundred Thirty-Six Dollars and Eighty-Five Cents ($21,236.85); and

WHEREAS, a Refunding Bond and Release must be signed to release the distribution amount of $21,236.85 from the Estate of Margaret M. Trexler.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Refunding Bond and Release and any and all documents related to the release of the distribution amount and acceptance of funds to the Gloucester County Animal Shelter from the Estate of Margaret M. Trexler.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester, held on Wednesday, June 15, 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 REMINGTON & VERNICK ENGINEERS, INC. FROM APRIL 17, 2022 TO APRIL 16, 2023, IN AN AMOUNT NOT TO EXCEED $184,000.00

WHEREAS, there is a need by Gloucester County for professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment; and

WHEREAS, the County requested proposals (RFP# 022-031) from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Remington & Vernick Engineers, Inc., with offices at 2059 Springdale Road, Cherry Hill, New Jersey 08003, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed $184,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the local unit is not obligated to spend that amount; and

WHEREAS, this contract has been awarded pursuant to Gloucester County’s fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and Remington & Vernick Engineers, Inc., for the provision of professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment, from April 17, 2022 to April 16, 2023, in an amount not to exceed $184,000.00; and

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

BE IT FURTHER RESOLVED, 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

ATTEST:

Laurie J. Burns,  
Clerk of the Board

COUNTY OF GLOUCESTER

Frank J. Dimarco, Director
CONTRACT BETWEEN
COUNTRY OF GLOUCESTER
AND
REMNIGHTON & VERNICK ENGINEERS, INC.

THIS CONTRACT is made effective this 15TH day of June, 2022, by and between the
COUNTRY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and REMINGTON & VERNICK ENGINEERS,
INC., with offices at 232 Kings Highway East, Haddonfield, NJ 08033, hereinafter referred to as
"Vendor".

RECITALS

WHEREAS, there is a need by Gloucester County for professional engineering and
surveying services for tax map maintenance and updates for the Office of Assessment; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester
County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-
20.4; and

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from April 17, 2022 to April 16, 2023.

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth
in, and subject to all terms and provisions of, the Vendor’s proposal dated March 30, 2022,
which was submitted in response to the County’s Request for Proposal # 022-031. The proposal
is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an
amount not to exceed $184,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the
County to use Vendor’s services only on an as-needed basis. There is no obligation on the part
of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an
invoice and a properly executed voucher. After approval by County, the payment voucher shall
be placed in line for prompt payment.
It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP# 022-031, and Vendor’s responsive proposal dated March 30, 2022, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP# 022-031.

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

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

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

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

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

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

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

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

   A. Pursuant to the termination provisions set forth in RFP# 022-031, which are specifically referred to and incorporated herein by reference.

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

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

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

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

   F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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, naming County as an additional insured.

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

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

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

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

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

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

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

17. **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.

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

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-031 and Vendor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 15th day of June, 2022.

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

**ATTEST:**

<table>
<thead>
<tr>
<th>COUNTY OF GLOUCESTER</th>
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</tbody>
</table>

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

**ATTEST:**

<table>
<thead>
<tr>
<th>REMINGTON &amp; VERNICK ENGINEERS, INC.</th>
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</tbody>
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<table>
<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, Lowes Home Centers, Inc. v. Deptford Township, Docket Numbers 005284-2019, 004603-2020, 004154-2021, 004600-2022, represented by Daniel P. Zazzali, Esquire, of McCarter & English, LLP, filed state tax appeals contesting the assessment on the subject property known as Block 5.01, Lot 13; and

WHEREAS, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Block 5.01, Lot 13, LOWES HOME CENTERS, INC.:

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Original Assessment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$15,200,000.00</td>
<td>WITHDRAW</td>
</tr>
<tr>
<td>2020</td>
<td>$15,200,000.00</td>
<td>$14,200,000.00</td>
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<tr>
<td>2021</td>
<td>$15,200,000.00</td>
<td>$13,500,000.00</td>
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<tr>
<td>2022</td>
<td>$15,200,000.00</td>
<td>$12,900,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>$15,200,000.00</td>
<td>$12,250,000.00</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth above.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester, held on Wednesday, June 15, 2022, at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

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

COUNTY OF GLOUCESTER
1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Unit Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.01</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td>Year</td>
<td></td>
</tr>
<tr>
<td>1480 Clements Bridge Road</td>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original Assessment</th>
<th>County Tax Board Judgment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$ 7,553,300</td>
<td>$ N/A</td>
</tr>
<tr>
<td>Improvements</td>
<td>$ 7,646,700</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$ 15,200,000</td>
<td>$</td>
</tr>
<tr>
<td>Block</td>
<td>Lot</td>
<td>Unit Qualifier</td>
</tr>
<tr>
<td>-------</td>
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</tr>
<tr>
<td>5.01</td>
<td>13</td>
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**Street Address**
1480 Clements Bridge Road

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<td>$ 7,553,300</td>
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<tr>
<td><strong>Improvements</strong></td>
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<td>$</td>
<td>$ 6,646,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 15,200,000</td>
<td>$</td>
<td>$ 14,200,000</td>
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<td><strong>Improvements</strong></td>
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<td>$</td>
<td>$ 5,946,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 15,200,000</td>
<td>$</td>
<td>$ 13,500,000</td>
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</table>

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<tr>
<td><strong>Improvements</strong></td>
<td>$ 7,646,700</td>
<td>$</td>
<td>$ 5,346,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 15,200,000</td>
<td>$</td>
<td>$ 12,900,000</td>
</tr>
</tbody>
</table>
2. The parties acknowledge that the Tax Court of New Jersey does not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that future year(s) assessment(s) shall be as follows:

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Unit Qualifier</th>
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<tbody>
<tr>
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<table>
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<tr>
<th>Street Address</th>
<th>Year</th>
<th>Original Assessment</th>
<th>County Tax Board Judgment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1480 Clements Bridge Road</td>
<td>2023</td>
<td>$7,553,300</td>
<td>$N/A</td>
<td>$7,553,300</td>
</tr>
<tr>
<td>Improvements</td>
<td></td>
<td>$7,646,700</td>
<td>$</td>
<td>$4,696,700</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$15,200,000</td>
<td>$</td>
<td>$12,250,000</td>
</tr>
</tbody>
</table>

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.

4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

5. Plaintiff shall not file an appeal for tax year 2023 for the subject property except to enforce this settlement.

6. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.
LAW OFFICES

DANIEL P. ZAZZALI, ESQUIRE
Attorney for Plaintiff

Dated: ____________

COUNTY OF GLOUCESTER

SCOTT D. BURNS, ESQUIRE
Attorney for Office of Assessment

Dated: ____________

A. CRAIG BLACK
County Tax Assessor

Dated: ____________
<table>
<thead>
<tr>
<th>Year</th>
<th>Assessment</th>
<th>Judgment Withdraw</th>
<th>Difference</th>
<th>County Taxes *</th>
<th>Total Taxes *</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$15,200,000.00</td>
<td>$14,200,000.00</td>
<td>$1,000,000.00</td>
<td>$7,140.00</td>
<td>$33,570.00</td>
</tr>
<tr>
<td>2020</td>
<td>$15,200,000.00</td>
<td>$13,500,000.00</td>
<td>$1,700,000.00</td>
<td>$12,461.00</td>
<td>$57,732.00</td>
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<tr>
<td>2021</td>
<td>$15,200,000.00</td>
<td>$12,900,000.00</td>
<td>$2,300,000.00</td>
<td>$16,859.00</td>
<td>$78,108.00</td>
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<tr>
<td>2022</td>
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<td>$12,250,000.00</td>
<td>$2,950,000.00</td>
<td>$21,623.50</td>
<td>$100,182.00</td>
</tr>
</tbody>
</table>

*Uses 2021 tax rate for 2022 and 2023*
RESOLUTION AUTHORIZING A SPLIT CONTRACT WITH DIFRANCESCO
BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C., IN AN AMOUNT NOT TO
EXCEED $100,000.00 AND CHANCE & MCCANN, LLC, IN AN AMOUNT NOT TO
EXCEED $50,000.00, FROM JUNE 12, 2022 TO JUNE 11, 2023

WHEREAS, there is a need for specialized expertise tax attorney services regarding various
property types including large scale and complex Commercial and Industrial facilities, Petro
Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living
Facilities and Long-Term Care facilities and various other special use properties; and

WHEREAS, the County requested proposals, via RFP# 022-041, from interested providers
and evaluated those proposals consistent with the County’s fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that DiFrancesco
Batemen, Kunzman, Davis, Lehrer & Flaum, P.C., with offices at 15 Mountain Boulevard, Warren,
New Jersey 07059, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based on the established criteria, concluded that Chance &
McCann, LLC, with offices at 201 West Commerce Street, Bridgeton, New Jersey 08302, made one of
the most advantageous proposals; and

WHEREAS, each contract shall be for estimated units of service, in an amount not to exceed
$100,000.00 for DiFrancesco Batemen, Kunzman, Davis, Lehrer & Flaum, P.C., and $50,000.00 for
Chance & McCann, LLC, at an hourly rate of $175.00 for Equity Partners; $150.00 for Non-Equity
Partners; $125.00 for Associates and $75.00 for Paraprofessionals, from June 12, 2022 to June 11,
2023; and

WHEREAS, the contract is therefore open ended, which does not obligate the County of
Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at
this time, and continuation of the contract beyond December 31, 2022 is conditioned upon the approval
of the 2023 Gloucester County Budget; and

WHEREAS, the contract has been awarded pursuant to Gloucester County’s fair and open
procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contract may be awarded without public advertising for bids pursuant to
the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject
matter of the contracts is for the provision of professional services for which competitive bids could
not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the
County of Gloucester that the Director of the Board of County Commissioners and the Clerk of the
Board of County Commissioners are hereby authorized to execute the contract for the
aforementioned purpose between the County of Gloucester and DiFrancesco Batemen, Kunzman,
Davis, Lehrer & Flaum, P.C., in an amount not to exceed $100,000.00 and Chance & McCann,
LLC, in an amount not to exceed $50,000.00, from June 12, 2022 to June 11, 2023; and

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

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant
to the within award, a certification must be obtained from the 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, June 15, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
DIFRANCESCO BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.

This Contract is made this 15th day of June, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and DIFRANCESCO BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C., with offices at 15 Mountain Boulevard, Warren, NJ 07059, hereinafter referred to as "Attorney".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals regarding various property types including large scale and complex Commercial and Industrial facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities, Assisted Living Facilities and Long-Term Care facilities and various other special use properties as more particularly set forth in RFP# 022-041; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for the period beginning June 12, 2022 and concluding June 11, 2023.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

   A. Contract shall be for estimated units of services, in an amount not to exceed $100,000.00. Attorney shall be paid at an hourly rate of $175.00 for Equity Partner; $150.00 an hour for Non-Equity Partner, $125.00 an hour for Associates and $75.00 an hour for Paraprofessionals for all such services.

   B. It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Attorney's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.
C. Attorney 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.

D. 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 Attorney 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.

E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
   a. Date of service
   b. Name of attorney providing the service.
   c. Amount of time spent on service
   d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney’s normal rate of pay.

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only.

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file.

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney’s attendance (unless the county specifically requests more than one attorney to attend these meetings).

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County’s RFP# 022-041, and Attorney’s responsive proposal dated May 4, 2022, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP# 022-041, this contract shall prevail.

   Attorney agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP documents.

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing
financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

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

The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Attorney 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 Attorney 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 Attorney or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, 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 Attorney 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 Attorney’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

6. LICENSING AND PERMITTING. If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

   A. Pursuant to the termination provisions set forth in RFP# 022-041, which are specifically referred to and incorporated herein by reference.

   B. If Attorney/firm 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 Attorney'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 Attorney/firm, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney/firm, 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.
F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

9. **INDEMNIFICATION.** The Attorney/firm, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney 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 Attorney's services.

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

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


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

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 022-041 issued by the County of Gloucester and Attorney’s responsive proposal dated May 4, 2022. Should there occur a conflict between this form of contract and the County’s RFP# 022-041, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP# 022-041 issued by the County of Gloucester and the Attorney’s responsive proposal dated May 4, 2022, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 15th day of June, 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 Attorney has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

LAURIE J. BURNS  
CLERK OF THE BOARD

FRANK J. DIMARCO,  
DIRECTOR

DIFRANCESCO BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.

BY:  
MARTIN ALLEN, ESQUIRE
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CHANCE & MCCANN, LLC

This Contract is made this 15th day of July, 2022, by and between the COUNTY OF
GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey,
hereinafter referred to as "County", and CHANCE & MCCANN, LLC with offices at 201
West Commerce Street, Bridgeton, NJ 08302, hereinafter referred to as "Attorney".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional services for
the provision of Tax Attorney services in connection with Gloucester County Tax Appeals
regarding various property types including large scale and complex Commercial and Industrial
facilities, Petro Chemical Facilities, Hotel/Motel, Heavy Industrial Manufacturing facilities,
Assisted Living Facilities and Long-Term Care facilities and various other special use properties
as more particularly set forth in RFP# 022-041; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester
County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-
20.4; and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be for the period beginning June 12, 2022 and concluding

2. COMPENSATION AND BILLING REQUIREMENTS.

   A. Contract shall be for estimated units of services, in an amount not to exceed
   $50,000.00. Attorney shall be paid at an hourly rate of $175.00 for Equity Partner; $150.00 an
   hour for Non-equity partners, $125.00 an hour for Associates and $75.00 an hour for
   Paraprofessionals for all such services.

   B. It is agreed and understood that this is an open-ended contract, thereby requiring
   the County to use Attorney’s services only on an as-needed basis. There is no obligation on the
   part of the County to make any purchase whatsoever.
C. Attorney 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.

D. 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 Attorney 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.

E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
   a. Date of service
   b. Name of attorney providing the service.
   c. Amount of time spent on service
   d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney’s normal rate of pay.

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only.

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file.

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney’s attendance (unless the county specifically requests more than one attorney to attend these meetings).

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County’s RFP# 022-041, and Attorney’s responsive proposal dated May 11, 2022, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP# 022-041, this contract shall prevail.

   Attorney agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP documents.

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing
financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

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

The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Attorney 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 Attorney 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 Attorney or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, 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 Attorney 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 Attorney’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

6. **LICENSING AND PERMITTING.** If the Attorney 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, Attorney 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.

   Attorney 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 Attorney or its agents.

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

   A. Pursuant to the termination provisions set forth in RFP# 022-041, which are specifically referred to and incorporated herein by reference.

   B. If Attorney/firm 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 Attorney'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 Attorney/firm, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney/firm, 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.
F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

9. **INDEMNIFICATION.** The Attorney/firm, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney 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 Attorney's services.

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

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


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

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 022-041 issued by the County of Gloucester and Attorney’s responsive proposal dated May 11, 2022. Should there occur a conflict between this form of contract and the County’s RFP# 022-041, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP# 022-041 issued by the County of Gloucester and the Attorney’s responsive proposal dated May 11, 2022, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 15th day of June, 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 Attorney has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**                        **COUNTY OF GLOUCESTER**

__________________________________

Laurie J. Burns
CLERK OF THE BOARD

FRANK J. DIMARCO,
DIRECTOR

**ATTEST:**                        **CHANCE & MCCANN, LLC**

______________________________

Name:
Title:
RESOLUTION AUTHORIZING SETTLEMENT REGARDING THE ACQUISITION
OF A PORTION OF BLOCK 242, LOT 7.02 IN THE TOWNSHIP OF MANTUA

WHEREAS, the County of Gloucester (hereinafter “County”) has determined there is a need to acquire property necessary for roadway acquisition and expansion of Mantua Boulevard (a/k/a County Road 676), and for an easement for underground stormwater piping, as said improvements are necessary for the Rowan University Fossil Park in Mantua Township and funded by the New Jersey Department of Transportation; and

WHEREAS, it is necessary to utilize the properties located at Woodbury-Glassboro Road, Mantua Township, New Jersey 08051, being known as a portion of Block 242, Lot 7.02 on the Mantua Township Tax Map (hereinafter the "Property"); and

WHEREAS, the Property consists of two separate areas, 1) a stormwater easement of irregular shape containing approximately 5,825 square feet or 0.134 acres; and, 2) a parcel of approximately 8.645 acres or 376,583.29 square feet, which land is unimproved and fronts upon Woodbury-Glassboro Road; and

WHEREAS, the County is duly authorized and empowered to acquire real property by condemnation or otherwise, pursuant to the provisions of the Constitution of the State of New Jersey and the Eminent Domain Act, N.J.S.A. 20:3-1 et seq., and other statutes, and can acquire property for public purposes through eminent domain; and

WHEREAS, the County of Gloucester through its counsel, Parker McCay, filed an eminent domain action in the Superior Court of New Jersey-Gloucester County captioned Gloucester County v. Route 553 Retail, LLC and Genworth. Docket number L-369-22; and, the County has taken part in good faith negotiations with representatives of the owner and its lender in order to resolve the litigation and acquire an interest in the lands and premises as described hereinabove on a portion of Block 242, Lot 7.02; and

WHEREAS, the properties are owned by Route 553 Retail, LLC with offices in Mount Laurel, New Jersey, and after good faith negotiations and have entered into a Consent Judgment for the condemnation and have agreed to just compensation in the amount of $16,000.00; and

WHEREAS, the County now wishes to obtain the hereinabove-described Property through resolution of this matter by way of Consent Judgment, filing of a Declaration of Taking, and payment of $16,000.00 as just compensation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Commissioner Director, Clerk of the Board and Counsel be and are hereby authorized as follows:

1. Pay the sum of $16,000.00 just compensation to the Property owner Route 553 Retail, LLC for acquisition of the property.

2. Enter into a Consent Judgment for the land described hereinabove and known as a portion of Block 242, Lot 7.02 and located on Woodbury-Glassboro Road in the Township of Mantua, owned by Route 553 Retail, LLC, in association with the roadway acquisition and expansion and underground stormwater piping easement for the Rowan University Fossil Park in Mantua Township; and

3. Execute any and all documents that may be required to settle this litigation, condemn or otherwise acquire the properties.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING SETTLEMENT REGARDING ACQUISITION OF BLOCK 12502, LOTS 1 AND 3 IN THE TOWNSHIP OF MONROE

WHEREAS, the County of Gloucester has determined that there is a need to acquire property necessary for roadway widening, roadway redesign, and drainage improvements; and

WHEREAS, it is necessary to utilize properties located at 300 N. Tuckahoe Road, Monroe Township, New Jersey 08094, being known as Block 12502, Lots 1 and 3 on the Monroe Township Tax Map (hereinafter the "Property") for roadway widening and drainage improvements for the intersection improvements/redesign for the County's project known as "Intersection Improvements to Clayton Road (CR 610) with Franklinville Road/Corkery Lane (CR 612) in Monroe Township, known as Engineering Project #16-05SA" (the "Project"), with all costs associated with the Project being 100% State Aid funded; and

WHEREAS, the Property has no improvements and no approvals; and

WHEREAS, the County is duly authorized and empowered to acquire real property, by condemnation or otherwise, pursuant to the provisions of the Constitution of the State of New Jersey, the Eminent Domain Act, N.J.S.A. 20:3-1 et seq., and other statutes, and can acquire property for public purposes through eminent domain; and

WHEREAS, the County of Gloucester through its counsel, Parker McCay, filed an eminent domain action in the Superior Court of New Jersey- Gloucester County captioned Gloucester County v. Richard Cohen and Excel Exteriors and Construction, Docket Number L-119-229; and

WHEREAS, the County has taken part in good faith negotiations with representatives of the Property owner in order to resolve the litigation and acquire the Property; and, the parties have agreed to settle the matter and resolve the litigation through acquisition by the County of the Property for the sum of $1,250,000.00 plus $50,000.00 in attorney's fees to be paid by the County to the Property owner, and the County now wishes to purchase said Property and resolve this litigation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Commissioner Director, Clerk of the Board and Counsel be and are hereby authorized to:

1. Pay the sum of $1,250,000.00 to the Property owner Richard Cohen for acquisition of the Property, along with payment to the Property owner of $50,000.00 in attorneys' fees; and

2. Enter into an Agreement of Sale with the Property owner, Richard Cohen, for the Property, for the purposes of the roadway widening, drainage improvements and intersection improvements Project noted above; and

3. Pay various and customary closing costs associated with the acquisition of the Property in an amount not to exceed $50,000.00; and

4. Execute any and all documents that may be required to settle this litigation, condemn or otherwise acquire the Property; and

5. Accept the deed and other closing documents for the Property.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:  

FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,   
Clerk of the Board
RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER

WHEREAS, by Resolution adopted on February 16, 2022, the Board of County Commissioners of the County of Gloucester established separate Boards of Education and central administration for the Special Services School District and the Vocational School District of the County of Gloucester effective July 1, 2022, with all other aspects of employment and collective bargaining agreements to be honored and migrated to each respective area; and

WHEREAS, a Board of Education provides valuable services to the Board of County Commissioners of the County of Gloucester, and it is necessary to appoint a member to the Special Services School District.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the following individual is hereby appointed as a member of the Board of Education of the Special Services School District as follows:

1. Sandra Evans is hereby appointed to a three (3) year term commencing July 1, 2022 and terminating June 30, 2025, in place of the previous appointment of Donna Ragonese authorized by resolution adopted on April 6, 2022, as said appointment was declined.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC.

WHEREAS, by Resolution adopted on June 16, 2021 the County of Gloucester ("County") authorized the award of a contract to South State, Inc. for $3,383,072.80, for resurfacing and safety improvements to Fries Mill Road (CR 655) between State Highway Route 42 and Hurtleville-Crosskeys Road (CR 654) and from the Gloucester County Multi-purpose Trail to Clayton-Williamstown Road (CR 610) in the Townships of Washington and Monroe, and the Borough of Clayton, known as Engineering Project #20-02FA; and

WHEREAS, the County Engineer has recommended Change Order 01-Final to decrease the contract by $32,425.59, due to adjustments based on as-built field measurements and additional supplemental items, resulting in a new total contract amount of $3,350,647.21; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Change Order 01-Final to decrease the contract with South State, Inc. by $32,425.59, resulting in a new total contract amount of $3,350,647.21.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
Resurfacing and Safety Improvements to Fries Mill Road (CR655)

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State, Inc.
   202 Reeves Rd
   Bridgeport, NJ 08302

2. Description of Project or Contract: Resurfacing and Safety Improvements to Fries Mill Road (CR655) between State Highway Route 42 and Hurffville-Crosskeys Road (CR654) and from the Gloucester County Multipurpose Trail to Clayton-Williamstown Road (CR610) in the Townships of Washington and Monroe, and the Borough of Clayton

3. Date of Original Contract: June 16, 2021

4. P.O. Number: 21-07159

5. Amount of Original Contract: $3,383,072.80

6. Amount of Previously Authorized Change Order: $0.00

7. Amount of this Change Order No. 1-Final: -$32,425.59

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) $3,350,647.21

9. Need or Purpose of this Change Order: Adjustments based on as-built field measurements and additional supplemental items as approved.

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

(Date)

Accepted by ____________________________ on ____________________________

(Vendor)

(Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

_____________________________________________________________________________

By: ____________________________

Laurie J. Burns
Clerk of the Board

Frank J. DiMarco, Director

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

Project
Resurfacing and Safety Improvements to Fries Mill Road (CR655)

Federal Project No.
STBGP-0655(300)

Contractor
South State, Inc.

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

Location of proposed order
Project Wide

Nature and reason of order: Contract quantities have been adjusted based on as-built field measurements and additional supplemental items as approved.

☑ Extension  ☐ Reduction of time recommended this order  +25 Days

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<td>Previous Adjustments (+ or -)</td>
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RESERVED FOR FHWA OR F.T.A.

Recommended:

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

Date: 6-27-22

Approved for Funding Participation Purposes:

Manager, Local Aid, District 

Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation.

Director, Local Aid & Economic Development

Date

CONTRACTS PAYABLE SECTION

Reviewed by

Date

Input Submitted by

Date

Certification of Funds

Date

Director of Accounting & Auditing

Date
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**Total Decreases** $175,681.22
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<td>Construction Signs</td>
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Total Decrease: $219,924.23

Amount of Original Amount: $3,383,072.80

Adjusted Amount Based on Change Order No. 1 Final: ($32,426.59)

Total Change (+ or -): $3,350,647.21

% of Change in Contract: 0.95%

(new line)

New Jersey Department of Transportation
Local Aid
Federal Aid Change Order

Sheet 2 of 2
Order No. 1 Final
Order Letter: 3/22/22

Total Amount Change Order No. $32,426.59
RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FROM JUNE 15, 2022 TO COMPLETION OF THE PROJECT FOR $1,435,341.80

WHEREAS, the County of Gloucester (hereinafter the “County”) advertised for the
receipt of public bids regarding the roundabout construction at Salina Road (CR 715) at the
intersection of South College Drive in the Township of Deptford, as per Engineering
Specifications 18-12; and

WHEREAS, bids were publicly received and opened by the County on May 26, 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 sole responsive
and responsible bidder for $1,435,341.80; 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 in the amount of
$1,435,341.80 pursuant to C.A.F. Number 22-04751, to be charged against budget line items
C-04-20-012-165-13249 ($52,371.35), C-04-21-012-165-13249 ($230,917.75), C-04-21-013-
165-13249 ($52,052.70) and C-04-22-012-165-13249 ($1,100,000.00).

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 the roundabout construction at
Salina Road (CR 715) at the intersection of South College Drive in the Township of Deptford, as
per Engineering Specifications 18-12, from June 15, 2022 to completion of the Project pursuant
to N.J.S.A. 40A:11-15(9), for $1,435,341.80.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
## Purchase Order / CAFC

**Certificate Availability Funds**

**No.** 22-04751

**Order Date:** 06/07/22

**Requisition No.:** R2-04511

**Delivery Date:**

**State Contract:** ENG. 18-12

**Account Num.:**

---

**Vendor:** SOUTH STATE INC

**Address:** PO BOX 68, 202 REEVES ROAD, BRIDGETON, NJ 08302

**Vendor #:** SOUTH290

**Sales Tax ID #:** 21-6000660

---

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<td>For the Salina Road Roundabout at the intersection of South College Drive in the Township of Deptford</td>
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<td><strong>Payments to be made in partials</strong></td>
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<td><strong>Total</strong></td>
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<td>1,435,341.80</td>
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**Claimant's Certificate & Declaration:**

I, **[Claimant's Name]**, declare under penalties of the law that the 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.

**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, **[Receiver's Name]**, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

**Approval to Purchase:**

Do not accept this order unless it is signed below.

**Treasurer/CFO:**

**Date:**

**Qualified Purchasing Agent:**

**Date:**

---

**Voucher Copy-Sign at X and Return for Payment**
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.

THIS CONTRACT is made effective the 15th day of June, 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
roundabout construction at Salina Road (CR 715) at the intersection of South College Drive in
the Township of Deptford, as per Engineering Specifications 18-12; 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 June 15, 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
$1,435,341.80, 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 roundabout construction at Salina Road (CR 715) at the intersection of South College Drive in the Township of Deptford, as per Engineering Specifications 18-12, 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 15th day of June, 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**

__________________________
FRANK J. DIMARCO,
DIRECTOR

__________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

**ATTEST:**

**SOUTH STATE, INC.**

__________________________
By: CHESTER J. OTTINGER, JR.
Title: PRESIDENT
## SPECIFICATION NO. 18-12
### SUMMARY OF BIDS

**Office of the County Engineer**  
**County of Gloucester**  
Roundabout Construction at Salins Road, County Route 715  
at the intersection of South College Drive in the Township of Delsea  
Engineering Project #18-13

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**Bid Date: Thursday May 26, 2021, 10:00 am**

**Hill Number of 6**

**South Sum, Inc.**  
282 River Road  
PO Box 48  
Bridgeton, NJ 08302  
P: 856-451-3300 F: 856-435-2461  
theyboy@seasizemarine.com  
Chase J. Olgren, Jr., President

**Hill Number of 6**

**JPC Group, Inc.**  
281 Blackwood-Berlin Road  
Blackwood, NJ 08012  
P: 856-233-2400  
john@jpccompany.com  
Jeffrey Parry, Treasurer

**Hill Number of 6**

**C. Abbanieh Contractors, Inc.**  
270 State Road  
Sewell, NJ 08080  
P: 856-233-3280  
matt@abbanieh.com  
Peter Abbanieh, President

**Hill Number of 6**

**Mount Construction Co., Inc.**  
427 S. White Horse Pike  
Willingboro, NJ 08046  
P: 609-921-1500  
customerservice@mountco.com  
Michael Menneea, VP

**Hill Number of 6**

**Think Pavers Hardstanding**  
135 Kings Highway  
Mt. Royal, NJ 08061  
P: 609-451-6600  
nyeager@thinkpavers.com  
Nicholas Truly, President

**Hill Number of 6**

**Grade Construction**  
110 Pennsylvania Avenue  
Paterson, NJ 07501  
P: 973-625-4201  
chris@gradeconstruction.net  
Ralph Dixon, President
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**Total Bid**: $1,435,341.80

**Summary**:

- **Bidder 1 of 6**: South State, Inc.
- **Bidder 2 of 6**: JPC Group, Inc.
- **Bidder 3 of 6**: C. Abbotts Construction, Inc.
- **Bidder 4 of 6**: Mount Construction Co., Inc.
- **Bidder 5 of 6**: Grade Construction

*Error in addition item 10*
RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM JUNE 15, 2022 TO COMPLETION OF THE PROJECT FOR $3,585,396.75

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for resurfacing and safety improvements to Fries Mill Road (CR 655) between Delsea Drive (SR 47) and Clayton-Williamstown Road (CR 610) in the Township of Franklin and the Borough of Clayton, as per Engineering Specifications 17-05FA; and

WHEREAS, bids were publicly received and opened by the County on June 1, 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 sole responsive and responsible bidder for $3,585,396.75; 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 22-04750, to be charged against budget line item G-02-22-165-720-12278.

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 resurfacing and safety improvements to Fries Mill Road (CR 655) between Delsea Drive (SR 47) and Clayton-Williamstown Road (CR 610) in the Township of Franklin and the Borough of Clayton, as per Engineering Specifications 17-05FA, from June 15, 2022 to completion of the Project pursuant to N.J.S.A. 40A:11-15(9), for $3,585,396.75.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 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.** 22-04750

**ORDER DATE:** 06/07/22
**REQUISITION NO:** R2-04485
**DELIVERY DATE:**
**STATE CONTRACT:** ENG. 17-05FA

**SALES TAX ID # 21-6000660**

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<td>G-02-22-165-720-12278 Fries Mill CR655 Resurf. from 610 to 47</td>
<td>3,585,396.7500</td>
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</table>

**TOTAL** 3,585,396.75

---

**CLAIMANT’S CERTIFICATE & DECLARATION**

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

---

**RECEIVER’S CERTIFICATION**

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

---

**APPROVAL TO PURCHASE**

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

---

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

---

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

THIS CONTRACT is made effective the 15th day of June, 2022, by and between
COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at 2
South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County”, and
SOUTH STATE, INC., with offices at 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302,
hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need for the County to contract for services relative to
resurfacing and safety improvements to Fries Mill Road (CR 655) between Delsea Drive (SR 47)
and Clayton-Williamstown Road (CR 610) in the Township of Franklin and the Borough of
Clayton, as per Engineering Specifications 17-05FA; 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 June 15, 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
$3,585,396.75, 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 resurfacing and safety improvements to Fries Mill Road (CR 655) between Delsea Drive (SR 47) and Clayton-Williamstown Road (CR 610) in the Township of Franklin and the Borough of Clayton, as per Engineering Specifications 17-05FA, 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 15th day of **June, 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:**

---

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

---

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

**ATTEST:**

---

**SOUTH STATE, INC.**

---

By: **CHESTER J. OTTINGER, JR.**
Title: **PRESIDENT**
**Office of the County Engineer**  
**County of Gloucester**

Resurfacing and Safety Improvements to Fries Mill Road (CR655) between Delsea Drive (SR47) and Clayton-Williamstown Road (CR610) in the Township of Franklin and the Borough of Clayton

**Engineering Project #17-05FA**  
Bid Date: Wednesday, June 1, 2022, 10:00 am

---

**SUMMARY OF BIDS**

**SPECIFICATION NO. 17-05FA**

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<thead>
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<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
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<th>Unit Price</th>
<th>Amount</th>
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</tr>
<tr>
<td>3</td>
<td>Construction Layout</td>
<td>1</td>
<td>Dollar</td>
<td>$10,000.00</td>
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<tr>
<td>4</td>
<td>Excavation, Test Pit</td>
<td>20</td>
<td>C.Y.</td>
<td>$450.00</td>
<td>$9,000.00</td>
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<tr>
<td>5</td>
<td>Excavation, Unclassified</td>
<td>200</td>
<td>C.Y.</td>
<td>$40.00</td>
<td>$8,000.00</td>
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<tr>
<td>6</td>
<td>HMA Milling, 3” or less</td>
<td>81,000</td>
<td>S.Y.</td>
<td>$3.00</td>
<td>$243,000.00</td>
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<tr>
<td>7</td>
<td>Removal of Pavement</td>
<td>200</td>
<td>S.Y.</td>
<td>$15.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Dense-Graded Aggregate Base Course, 6” thick</td>
<td>1,000</td>
<td>S.Y.</td>
<td>$7.00</td>
<td>$7,000.00</td>
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<tr>
<td>9</td>
<td>Hot Mix Asphalt 19M64 Base Course, 6” thick</td>
<td>330</td>
<td>Ton</td>
<td>$85.00</td>
<td>$28,050.00</td>
</tr>
<tr>
<td>10</td>
<td>Tack Coat</td>
<td>12,200</td>
<td>Gal.</td>
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<td>$122.00</td>
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<tr>
<td>11</td>
<td>NO ITEM</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>12</td>
<td>Hot Mix Asphalt 12.5ME Surface Course, 2.5” thick</td>
<td>12,350</td>
<td>Ton</td>
<td>$120.00</td>
<td>$1,482,000.00</td>
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<tr>
<td>13</td>
<td>Hot Mix Asphalt Driveway, 2” thick</td>
<td>1,850</td>
<td>S.Y.</td>
<td>$55.00</td>
<td>$101,750.00</td>
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<tr>
<td>14</td>
<td>9”x18” Concrete Vertical Curb</td>
<td>2,425</td>
<td>L.F.</td>
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<td>$101,850.00</td>
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<td>9”x18” Concrete Vertical Curb and Gutter</td>
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<td>L.F.</td>
<td>$95.00</td>
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<tr>
<td>16</td>
<td>Concrete Driveway, Reinforced, 6” thick</td>
<td>120</td>
<td>S.Y.</td>
<td>$150.00</td>
<td>$18,000.00</td>
</tr>
</tbody>
</table>
### SUMMARY OF BIDS

#### SPECIFICATION NO. 17-05FA

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>17</td>
<td>Concrete Sidewalk, 4&quot; thick</td>
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<td>S.Y.</td>
<td>$98.00</td>
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<tr>
<td>18</td>
<td>Concrete Driveway, Reinforced, 8&quot; thick</td>
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<td>$160.00</td>
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<td>19</td>
<td>Detectable Warning Surface</td>
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<td>S.Y.</td>
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<tr>
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<td>Bicycle Safe Grate</td>
<td>12</td>
<td>Unit</td>
<td>$400.00</td>
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<tr>
<td>21</td>
<td>Curb Piece</td>
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<td>Unit</td>
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<td>22</td>
<td>Reset Existing Casting</td>
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<td>Unit</td>
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<tr>
<td>23</td>
<td>Reset Water Valve Box</td>
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<td>Unit</td>
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<td>24</td>
<td>Reset Gas Valve Box</td>
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<td>Unit</td>
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<tr>
<td>25</td>
<td>18&quot; Reinforced Concrete Pipe, Class IV</td>
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<td>L.F.</td>
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<td>$55,000.00</td>
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<tr>
<td>26</td>
<td>18&quot; Reinforced Concrete Pipe, Class IV, perforated</td>
<td>2,015</td>
<td>L.F.</td>
<td>$250.00</td>
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<td>27</td>
<td>Borrow Excavation, Selected Material</td>
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<td>C.Y.</td>
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<td>$12,500.00</td>
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<tr>
<td>28</td>
<td>Turf Repair Strip</td>
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<td>Topsoil Spreading, 4&quot; thick</td>
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<td>S.Y.</td>
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<tr>
<td>30</td>
<td>Fertilizing and Seeding, Type A-3</td>
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<td>S.Y.</td>
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<tr>
<td>31</td>
<td>Straw Mulching</td>
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<td>S.Y.</td>
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<tr>
<td>32</td>
<td>Traffic Stripes, 4&quot;</td>
<td>32,000</td>
<td>L.F.</td>
<td>$0.39</td>
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<td>33</td>
<td>Traffic Marking Lines, 24&quot;</td>
<td>1,075</td>
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<td>Traffic Marking Symbols</td>
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<td>$580.00</td>
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<td>39</td>
<td>Regulatory and Warning Sign</td>
<td>710</td>
<td>S.F.</td>
<td>$44.00</td>
<td>$31,240.00</td>
</tr>
</tbody>
</table>

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**South State, Inc.**
202 Reeves Road
PO Box 68
Bridgeton, NJ 08302
P. 856-451-5300 F. 856-455-3461
Chester J. Ottinger, Jr., President
bryan@southstateinc.com
## SUMMARY OF BIDS

### SPECIFICATION NO. 17-05FA

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Reflective U-Post Insert</td>
<td>25</td>
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<td>41</td>
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<td>42</td>
<td>Construction Identification Sign, 4’x8’</td>
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<td>Unit</td>
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<tr>
<td>43</td>
<td>Portable Variable Message Sign</td>
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<td>Unit</td>
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<td>44</td>
<td>Flashing Arrow Board, 4’x8’</td>
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<td>Unit</td>
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<td>Traffic Control Trucks with Mounted Crash Cushion</td>
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<td>46</td>
<td>Drum</td>
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<td>Hour</td>
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<td>51</td>
<td>Controlled Low Strength Material</td>
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<td>Silt Fence</td>
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<td>Haybale</td>
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<td>57</td>
<td>Cleaning Drainage Structures</td>
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<td>Unit</td>
<td>$350.00</td>
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<tr>
<td>58</td>
<td>Hot Mix Asphalt Leveling Course, Variable Thickness</td>
<td>525</td>
<td>Ton</td>
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<tr>
<td>59</td>
<td>Set Inlet Type E, Casting</td>
<td>30</td>
<td>Unit</td>
<td>$100.00</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>
## SUMMARY OF BIDS

**SPECIFICATION NO. 17-05FA**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>Inlet, Type B</td>
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<td>Unit</td>
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<td>61</td>
<td>Set Inlet Type B, Casting</td>
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<tr>
<td>62</td>
<td>Inlet, Type E (Modified)</td>
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<tr>
<td>63</td>
<td>Rip-Rap Stone Slope Protection, 12” thick (D50=6”)</td>
<td>80</td>
<td>S.Y.</td>
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<td>64</td>
<td>Borrow Topsoil</td>
<td>30</td>
<td>C.Y.</td>
<td>$50.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Total Bid** $3,585,396.75

---

**Bidder 1 of 1**
South State, Inc.
202 Reeves Road
PO Box 68
Bridgeton, NJ 08302
P: 856-451-5300 F: 856-455-3461
Chester J. Ottinger, Jr., President
bbryan@southstateinc.com

---

Signature: [Signature]

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

Date: 6-2-22
RESOLUTION AUTHORIZING A CONTRACT WITH BENEVA, INC.
DBA NEIGHBORLY SOFTWARE FROM JUNE 15, 2022 TO JUNE 14, 2023
IN AN AMOUNT NOT TO EXCEED $31,000.00

WHEREAS, the County of Gloucester requires professional services for the provision of Emergency Rental Assistance Program Grant Management Software and the County requested proposals via RFP# 022-047 from interested providers and evaluated those proposals consistent with the New Jersey Local Public Contracting Law and the County’s fair and open procurement process; and

WHEREAS, the contract shall be in an amount not to exceed $31,000.00, from June 15, 2022 to June 14, 2023, and may be awarded pursuant to N.J.S.A.40A:11-5(1)(a)(i), et seq., in that the subject matter of the contract is for professional services; and

WHEREAS, based on the established criteria, the evaluation concluded that Benevate, Inc. dba Neighborly Software, with offices at Atlanta Tech Village, 3423 Piedmont Road, NE, Atlanta, GA 30305, made the most advantageous proposal; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Benevate, Inc. dba Neighborly Software, for professional services for emergency rental assistance program grant management software, from June 15, 2022 to June 14, 2023, in an amount not to exceed $31,000.00; and

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

BE IT FURTHER RESOLVED 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
BENEVATE, INC.
DBA NEIGHBORLY SOFTWARE

THIS CONTRACT is made this 15th day of June, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County," and BENEVATE, INC. DBA NEIGHBORLY SOFTWARE, of Atlanta Tech Village, 3423 Piedmont Road, NE, Atlanta, GA 30305, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for professional services for emergency rental assistance program grant management software services as per RFP# 022-047; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from June 15, 2022 to June 14, 2023.

2. COMPENSATION. Contractor shall be compensated as per the proposal submitted by the Contractor, dated June 7, 2022, incorporated in its entirety by reference and made part of this Contract in an amount not to exceed $31,000.00.

   It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor’s services only on an as-needed basis. There is no obligation on the part of the county to make any purchase whatsoever.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County’s RFP# 022-047 and Contractor’s responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP# 022-047 and/or the Contractor’s proposal, this Contract shall prevail. Should there occur a conflict between the RFP and the Contractor’s proposal, the RFP shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunities 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 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 non-discrimination clause.

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

The Contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the Agency Contracting Officer advising the labor union of the Contractor’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

5. **Licensing and Permitting.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses 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 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 any 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 RFP# 022-047 which are specifically referred to and incorporated herein by reference.

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

   C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, provisions, terms, conditions, 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 any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief 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 in writing.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other third party, 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 or omissions 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 and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession 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 service 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 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 or subcontractors, 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 written 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 in writing. 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 shall consist of this document, the specifications of RFP# 022-047 issued by the County, and Contractor’s responsive proposal, dated June 7, 2022. If there is a conflict between this contract and the specifications or the Contractor’s proposal, then this contract and the specification shall control.

**THIS CONTRACT** is dated this 15th day of June, 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, 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:  BENEVATE, INC.
DBA NEIGHBORLY SOFTWARE

Name:  Name:
Title:
RESOLUTION AUTHORIZING PURCHASES FROM CORE BTS, INC. FROM JUNE 15, 2022 TO JUNE 14, 2024 VIA STATE CONTRACT FOR $128,700.00

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, the County of Gloucester has a need for computer-related software which includes the Cisco DUO Access Edition with basic support as per Contractor’s Quote Q35425; and

WHEREAS, it has been determined that the County can purchase said supplies from Core BTS, Inc. via State Contract 21-TELE-01506 from June 15, 2022 to June 14, 2024 for $128,700.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-04596, which amount shall be charged against budget line item G-02-21-250-200-17260.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Core BTS, Inc. via State Contract 21-TELE-01506 are authorized from June 15, 2022 to June 14, 2024 for $128,700.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 2022 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>DUO SECURITY - FIRST INVOICE</td>
<td>G-02-21-250-200-17260</td>
<td>9,900.0000</td>
<td>9,900.00</td>
</tr>
<tr>
<td></td>
<td>ELA2-M EA BUNDLE</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>E2F-SEC-DUO-ACS CISCO DUO ACCESS SUITE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E2SF-DUO-ACCESS EA CHOICE - DUO ACCESS EDITION (QTY 1,100)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SVS-EA2-DUO-SUP-B BASIC SUPPORT FOR DUO SECURITY - SECOND INVOICE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BILLS ANNUALLY @ ANUAL BILL CYCLE DATE FOR EXISTING SECURITY EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>YEAR 1 OF 2</td>
<td>G-02-21-250-200-17260</td>
<td>59,400.0000</td>
<td>59,400.00</td>
</tr>
<tr>
<td></td>
<td>ELA2-M EA BUNDLE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E2F-SEC-DUO-ACS CISCO DUO ACCESS SUITE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E2SF-DUO-ACCESS EA CHOICE - DUO ACCESS EDITION (QTY 1,100)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SVS-EA2-DUO-SUO-B BASIC SUPPORT FOR DUO SECURITY - THIRD INVOICE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BILLS ANNUALLY @ ANUAL BILL CYCLE DATE FOR EXISTING SECURITY EA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.00</td>
<td>YEAR 2 OF 2</td>
<td>G-02-21-250-200-17260</td>
<td>59,400.0000</td>
<td>59,400.00</td>
</tr>
<tr>
<td></td>
<td>ELA2-M EA BUNDLE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E2F-SEC-DUO-ACS CISCO DUO ACCESS SUITE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E2SF-DUO-ACCESS EA CHOICE - DUO ACCESS EDITION (QTY 1,100)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SVS-EA2-DUO-SUO-B BASIC SUPPORT FOR DUO SECURITY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CLAIMANT’S CERTIFICATE & DECLARATION**

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

**RECEIVER’S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

X VENDOR SIGN HERE DATE

TREASURER/COFO QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
County of Gloucester Purchasing Department  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

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

CORE BTS, INC.  
750 ROUTE 202 SOUTH  
SUITE 210  
BRIDGEWATER, NJ 08807

VENDOR #: COREB010

SALES TAX ID # 21-6000660

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
|          | AS PER QUOTE # Q35425  
24 MONTH TERM  
STATE CONTRACT # 21-TELE-01506  
APPROVED: 6/15/2022 |             |            |            |

PLEASE GIVE PAPERWORK TO AMY GREGG

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL 128,700.00

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

X  
VENDOR SIGN HERE  
DATE

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
Bill To: County of Gloucester  
PO Box 337  
Woodbury, New Jersey 08096-7337  
United States  

Ship To: County of Gloucester  
PO Box 337  
Woodbury, New Jersey 08096-7337  
United States  

Quote Number: Q-35425  
Quote Date: 03/17/2022  
Expiration Date: 06/17/2022  

Client: County of Gloucester  
Account Number: 0014534  
Payment Terms: Net 30  
Primary Contact: Kevin Hink  
Quote Name: Cisco Security EA subscription change - add Duo Security  

Quoted by: Jennifer Kolach  
P (609) 875-3204 | E jennifer.kolach@corebts.com  
Account Manager: Joseph Guaracino  
P (908) 566-0919 | E joseph.guaracino@corebts.com  

---

**Duo Security - First Invoice**  
Bills up front.  

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Number</th>
<th>Description</th>
<th>Term (Months)</th>
<th>Billing Frequency</th>
<th>Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ELA2-M</td>
<td>EA Bundle</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>E2F-SEC-DUO-ACS</td>
<td>Cisco Sec AccessSuite</td>
<td>2</td>
<td>Prepaid</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1,100</td>
<td>E2F-DUO-ACCESS</td>
<td>EA Choice - Duo Access Edition</td>
<td>2</td>
<td>Prepaid</td>
<td>$9.00</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>1</td>
<td>SVS-EA2-DUO-SUP-B</td>
<td>BASIC SUPPORT FOR DUO</td>
<td>2</td>
<td>Prepaid</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Subtotal:** $9,900.00

---

**Duo Security - Second and Third Invoices**  
Bills annually at annuel bill cycle date for existing Security EA.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item Number</th>
<th>Description</th>
<th>Term (Months)</th>
<th>Billing Frequency</th>
<th>Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ELA2-M</td>
<td>EA Bundle</td>
<td>24</td>
<td>Annual</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>E2F-SEC-DUO-ACS</td>
<td>Cisco Sec AccessSuite</td>
<td>24</td>
<td>Annual</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1,100</td>
<td>E2F-DUO-ACCESS</td>
<td>EA Choice - Duo Access Edition</td>
<td>24</td>
<td>Annual</td>
<td>$54.00</td>
<td>$59,400.00</td>
</tr>
<tr>
<td>1</td>
<td>SVS-EA2-DUO-SUP-B</td>
<td>BASIC SUPPORT FOR DUO</td>
<td>24</td>
<td>Annual</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Subtotal:** $59,400.00

First Invoice Amount: $69,300.00  
Quote Subtotal: $128,700.00  
Estimated Sales Tax: $0.00  
Quote Total: $128,700.00

---

**Notes:** Requested change date 05/30/2022. New signed Cisco End User Information Form (EUIF) required because we are adding a new suite to the existing EA. Quote represents only the increase over existing subscription for remaining term. Note that subscription ID # Sub1028009 (DUO-SUB) will need to be cancelled when this order books.

Prices are based on 36 month subscription commitment. Applicable usage and overage charges will be billed monthly in arrears as incurred.

Automatic renewal term: 12 months

Please refer to the following additional Cisco terms and conditions:
Cisco End User License Agreement (EULA)  
https://cisco.com/go/eula

Subject to NASPO ValuePoint State of New Jersey Cisco PAR21-TELE-01506, Master Agreement#AR3227 (2021-2024), see associated contract documents for item specific details and inclusions.

Accepted by: ___________________________  
Printed name: ___________________________  
Date: ___________________________

To ensure fastest processing, please send purchase order/signed quote to purchase.orders@corebts.com and CC the two individuals listed above or fax to (317) 573-1665. If changes are required, please request a revised quote. Thank you for your business!
By accepting this quote you agree to Core’s Standard Terms and Conditions which can be found at https://corebts.com/legal/T&C.
This proposal is confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within the client organization. This quote shall expire on the “Expiration Date” above. Notwithstanding the foregoing, all product and pricing information is based on the latest information available and is subject to change without notice, including at any time prior to the expiration of the quote. All prices are in U.S. dollars. Prices and tax rates are valid in the U.S. only and are subject to change. Sales tax is based on the “ship to” address on your purchase order. Please indicate your taxability status on your purchase order. Product availability is subject to change and cannot be guaranteed. All shipments are FOB origin. Appropriate freight charges will be added at the time of invoice. Please note that this quote may include items which may be subject to vendor restocking fees if returned, or may not be returnable if not defective (all returns are subject to vendor RMA approval). Core passes through all vendor restocking terms and fees without modification, markup, or additional fees.
Cancellation of any licensing or services with a fixed term or indicated as non-cancelable shall incur a termination fee equal to 100% of the cost of the remainder of the term, payable to Core in full upon the effective termination date. If First Invoice Amount is less than the Quote Total this is due to the fact that some or all items have a billing frequency of more than one instance, please consult the billing frequency listed for each item. First Invoice Amount is estimated and may not include shipping/freight, estimated sales tax, and incidental charges.
RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW &
PUBLIC SAFETY, DIVISION OF STATE POLICE AND ACCEPTANCE OF FFY2022
EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT IN THE TOTAL
AMOUNT OF $110,000.00 WHICH INCLUDES AN IN-KIND MATCH OF $55,000.00
FROM JULY 1, 2022 TO JUNE 30, 2023

WHEREAS, the Gloucester County Office of Emergency Management prepared a
FFY2022 Emergency Management Agency Assistance Grant application in accordance with the
State and Federal Laws and Regulations applicable to the Department of Law & Public Safety,
Division of New Jersey State Police; and

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

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

WHEREAS, the Board of County Commissioners of the County of Gloucester
acknowledges that the amount of County grant funds to be requested is $55,000.00, with an in-
kind match of $55,000.00, for a total amount of $110,000.00, from July 1, 2022 to June 30,
2023; and

WHEREAS, the Board of County Commissioners of the County of Gloucester authorize
John DeAngelo, Jr., Gloucester County Emergency Management Coordinator to execute any and
all documents related to the FFY2022 Emergency Management Agency Assistance Grant.

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

1. The Board of County Commissioners of the County of Gloucester hereby authorizes
the grant application with the Department of Law & Public Safety, Division of New
Jersey State Police, requesting funds for the FFY2022 Emergency Management
Agency Assistance Grant, in the total amount of $110,000.00, which includes an in-
kind match of $55,000.00, from July 1, 2022 to June 30, 2023.

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

3. The Board of County Commissioners of the County of Gloucester hereby authorize
John DeAngelo, Jr., Gloucester County Emergency Management Coordinator to
execute any and all documents related to the FFY2022 Emergency Management
Agency Assistance Grant.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
May 31, 2022

New Jersey Office of Emergency Management
ATTN: Major Christopher DeMaise
P.O. Box 7068
River Road
West Trenton, New Jersey 08628

RE: FFY 2022 EMPG EMAA

The Authorizing Official of Gloucester County certifies:

NAME: John DeAngelo
TITLE: OEM Coordinator

(Signature of Authorized Person)

NAME: Charles D. Murtaugh
TITLE: Deputy OEM Coordinator

(Signature of Authorized Person)

whose specimen signature appears on the above line, is authorized to authenticate and certify claims for payment and other related documentation and schedules under the provisions of the attached FFY 2022 EMPG EMAA award to the Office of Emergency Management.

NAME: Frank J. DiMarco
TITLE: Director Board of Commissioners

(Signature of Authorizing Official)
GRANT REQUEST FORM

DATE: ____________ 6/2/22 ____________

1. TYPE OF GRANT
   _____ NEW GRANT   _____ RENEWAL

2. GRANT TITLE: ____________ FY22 Emergency Management Agency Assistance ____________

3. GRANT TERM: FROM: ____________ 7/1/22 ____________ TO: ____________ 6/30/23 ____________

4. DATE APPLICATION DUE TO GRANTOR: ____________

5. CFDA NUMBER: 97.042

6. STATE GRANT NUMBER: ____________

7. COUNTY/DEPARTMENT: ____________ Emergency Response ____________

8. DEPT. CONTACT PERSON & PHONE NO: ____________ Dennis McNulty, 856-307-7156 ____________

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

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): ____________ The FY22 Emergency Management Agency Assistance grant provides funding to assist in enhancing and sustaining all-hazard emergency capabilities. ____________

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

12. INDIRECT COST (IC) RATE: _____ %

13. IC CHARGED TO GRANT: $ ____________

14. FINANCIAL: _______ REQUESTED _______ MANDATED

   GRANT FUNDS: $ ____________ 55,000 ____________

   CASH MATCH: $ ____________

   IN-KIND MATCH: $ ____________ 55,000 ____________ (Attach Documentation)

   TOTAL PROGRAM BUDGET $ ____________ 110,000 ____________ (Attach Documentation)
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 73,255

TOTAL OTHER EXPENSES (b): $

TOTAL FRINGE (c): $ 36,745

TOTAL PROGRAM COST (d): $ 110,000

TOTAL GRANT FUNDING (e): $ 55,000

TOTAL COUNTY FUNDING (f): $ 55,000

DEPT. HEAD: ________________________________ Signature

DATE: ________________________________

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAntees.
FY22 EMAA
C-2 Line Item/Budget Narrative

Grant Award $55,000.00

10101- Regular Pay $55,000.00
Funds will be placed in this line item to pay for the salary of Chuck Murtaugh.

Total: $55,000.00

Form C-2
FFY22 EMPG EMAA Proposed County
Subaward Budget Narrative

Provide a detailed narrative for the use of Federal funds requested in each budget category and/or line item to describe why it is necessary and appropriate to the project scope. Provide description of what is used to meet the non-Federal required amount.

If applicable, please ensure that your Budget Narrative contains your fringe rate along with an explanation of the fringe-rate formula breakdown. Applicants should indicate in the Budget Narrative if they do not have an applicable fringe rate. Also, Applicants that are taking indirect costs must explain in the Budget Narrative the basis for the total modified direct costs and provide a copy of their approved federally-recognized negotiated indirect cost rate agreement (if not claiming indirect costs using the 10% de minimis rate).

Gloucester County will provide an in-kind match for the non-federal amount required to compensate the Office of Emergency Management staff, as per the EMPG EMAA Subaward Budget Detail Worksheet, to complete the tasks listed on the FFY22 Work Plan.

The fringe benefits rate that is applied is 50.16%.

The breakdown of the fringe rate is as follows:

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security</td>
<td>6.20</td>
</tr>
<tr>
<td>Medicare</td>
<td>1.45</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>0.31</td>
</tr>
<tr>
<td>Group Health Benefits</td>
<td>20.60</td>
</tr>
<tr>
<td>Prescription Drug</td>
<td>3.82</td>
</tr>
<tr>
<td>Pension</td>
<td>15.98</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>1.80</td>
</tr>
<tr>
<td><strong>Total Percentage</strong></td>
<td><strong>50.16%</strong></td>
</tr>
</tbody>
</table>

No other benefits are afforded to the OEM Coordinator of Gloucester County. Gloucester County chooses not to take Indirect Costs for this Subaward.
FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: Gloucester County Department of Emergency Response

State Vendor Identification Number or EIN: 216000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: $ 50,324,065.00 State Amount: $ 33,262,502.00

Applicant/Subrecipient fiscal year end date 12/31/21

The State of New Jersey, Department of Law and Public Safety, Division of Administration, Grant Operations requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends $750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for the current, or the immediately preceding, fiscal year, you must attach proof of submission of your audit reporting package to the FAC website. The FAC website can be found at: https://facweb.census.gov/

I understand and acknowledge the above federal audit requirements and:

☑ My organization or jurisdiction was subject to the federal single or program-specific audit requirements for my organization or jurisdiction's most recently closed fiscal year. Proof of compliance from the FAC website is attached.

☐ My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for my organization or jurisdiction's most recently closed fiscal year; or

☐ My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.

Printed Name of CFO or designee: Tracey Giordano

Title: Gloucester County Treasurer

Signature: [Signature]

Date: 5/31/22

1 Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

2 See attached directions.
**FFY22 EMPG EMAA Proposed County Subaward Budget Detail Worksheet**

The FFY22 EMPG EMAA Proposed Subaward Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided.

A. **Salaries** – List each position by title and name of employee, if available. Show the annual salary rate or overtime rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization (COUNTY ONLY).

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Annual Salary</th>
<th>% of Time on Project</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chuck Murtaugh-Deputy Emergency Management Coordinator</td>
<td>$94,393.00</td>
<td>77.606%</td>
<td>$36,627.50</td>
<td>$36,627.50</td>
</tr>
</tbody>
</table>

Subtotals: $36,627.50 $36,627.50

**Personnel Subtotal: $73,255.00**

B. **Fringe Benefits** – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in Category A and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA Workman’s Compensation, and Unemployment Compensation. **If applicable, please ensure that your Budget Narrative contains your fringe rate along with an explanation of the fringe-rate formula breakdown. If you do not have an applicable fringe rate, then you need to state that in your Budget Narrative as well (COUNTY ONLY).**

<table>
<thead>
<tr>
<th>Name/Position</th>
<th>Annual Salary</th>
<th>% of Time on Project</th>
<th>Fringe Applicable Total Salary</th>
<th>Fringe Benefit Percentage</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chuck Murtaugh-Deputy Emergency Management Coordinator</td>
<td>$94,393.00</td>
<td>77.606%</td>
<td>$73,255.00</td>
<td>50.16%</td>
<td>$18,372.50</td>
<td>$18,372.50</td>
</tr>
</tbody>
</table>
C. Training – NOT ALLOWABLE
D. Equipment – NOT ALLOWABLE
E. Exercise(s) – NOT ALLOWABLE
F. Construction – NOT ALLOWABLE
G. Consultants/Contracts – NOT ALLOWABLE

H. Indirect Costs – See attached Indirect Costs Rate Fact Sheet for additional guidance.

<table>
<thead>
<tr>
<th>Total Modified Direct Costs</th>
<th>Indirect Cost Rate (%)</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indirect Costs Subtotal: ____________________________

Fringe Benefits Subtotal: $36,745.00
**FFY22 EMPG EMAA Subaward Budget Summary**

*When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds, if applicable.*

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal Amount</th>
<th>Non-Federal Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Salaries</td>
<td>$36,627.50</td>
<td>$36,627.50</td>
<td>$73,255.00</td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td>$18,372.50</td>
<td>$18,372.50</td>
<td>$36,745.00</td>
</tr>
<tr>
<td>C. Training</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>D. Equipment</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>E. Exercises</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>F. Construction</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>G. Consultants/Contractors</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Direct Costs Subtotal:</strong></td>
<td><strong>$55,000.00</strong></td>
<td><strong>$55,000.00</strong></td>
<td><strong>$110,000.00</strong></td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Indirect Costs Subtotal:</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS:</strong></td>
<td><strong>$55,000.00</strong></td>
<td><strong>$55,000.00</strong></td>
<td><strong>$110,000.00</strong></td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SYMTECH FIRE, LLC FOR $184,695.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for the furnishing of all labor, materials, equipment, etc., and services necessary for outdoor fire training simulator upgrades and additions for the County of Gloucester Fire Academy; and

WHEREAS, bids were publicly received and opened on May 24, 2022; and

WHEREAS, after following proper public bidding procedure, it was determined that Symtech Fire, LLC, with a mailing address of P. O. Box 493, Berkeley Heights, New Jersey 07922, was the sole responsive and responsible bidder to provide said services, for a total contract amount of $184,695.00, as more specifically described in the bid specifications PD-022-020; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $184,695.00, pursuant to C.A.F. No. 22-04577, which shall be charged against budget line item G-02-21-250-200-20990.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board is hereby authorized to execute, and the Clerk of the Board is authorized to attest to the execution of, the contract with Symtech Fire, LLC, for the furnishing of all labor, materials, equipment, etc., and services necessary for outdoor fire training simulator upgrades and additions for the County of Gloucester Fire Academy, for a total contract amount of $184,695.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SYMTECH FIRE, LLC

THIS CONTRACT is made effective the 15TH day of June, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as “County”, and SYMTECH FIRE, LLC, with a mailing address
of P.O. Box 493, Berkeley Heights, New Jersey 07922, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the
furnishing of all labor, materials, equipment, etc., and services necessary for outdoor fire training
simulator upgrades and additions for the County of Gloucester Fire Academy; and

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective upon the execution of contract and Vendor shall
complete delivery and all services as indicated in bid PD-022-020 or within a reasonable period
of time.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of
$184,695.00, as per PD-022-020.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth in
specifications identified as PD-022-020 which are incorporated herein and made a part hereof by
reference. Should there occur a conflict between this form of contract and the bid documents, the
bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue
throughout the period of this contract to comply with, all of the requirements of the bid
documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.
14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-022-020 and Vendor’s bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

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

ATTEST:  

LAURIE J. BURNS,  
CLERK OF THE BOARD  

ATTEST:  

FRANK J. DIMARCO, DIRECTOR  

SYMTECH FIRE, LLC  

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

**SHIP TO**  
GLOUC. CO COMMUNICATION CENTER  
1200 N. DELSEA DR., BUILDING B  
CLAYTON, NJ 08312  
856-307-7100

**VENDOR**  
SYMETECH FIRE, LLC  
PO BOX 493  
BERKELEY HEIGHTS, NJ 07922

**VENDOR #: SYMTE005**

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

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY FOR OUTDOOR FIRE TRAINING SIMULATOR UPGRADES AND ADDITIONS FOR THE GLOUCESTER COUNTY FIRE ACADEMY</td>
<td>6-02-21-250-200-20990</td>
<td>Government Services (Lost Revenue)</td>
<td>184,695.00</td>
</tr>
</tbody>
</table>

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

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

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

**TREASURER/CF0**  
[Signature]

**QUALIFIED PURCHASING AGENT**  
[Signature]

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

**VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FUNDING FOR $46,782.00 FROM JULY 1, 2022 TO JUNE 30, 2023

WHEREAS, there is a need for the County of Gloucester to enter into a contract with the New Jersey Department of Human Services, Division of Disability Services for the renewal of the Personal Assistance Services Program (PASP) Grant, to continue to provide personal assistance to New Jersey residents, 18 years of age or older, who have permanent physical disabilities; and

WHEREAS, recipients of PASP services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community-based volunteer positions; and

WHEREAS, PASP is now a “Cash Model Program”, with a County Coordinator and a state fiscal intermediary, known as Community Access Unlimited (CAU), by which recipients manage their person care services through the receipt of a cash allowance. The residents/consumers hire their own assistants and are reimbursed through CAU; and

WHEREAS, the grant administrative allocation is for the total amount of $46,782.00, from July 1, 2022 through June 30, 2023; and

WHEREAS, the Department of Health and Human Services, Division of Human and Special Services has reviewed all data supplied or to be supplied in the agreement for accuracy and submitted the grant agreement to the County Treasurer for review and said department has approved the agreement and attachments; and the Board of County Commissioners understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

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 hereby authorized to attest to, the signing of any documents necessary to enter into a contract with the New Jersey Department of Human Services, Division of Disability Services for the renewal of the Personal Assistance Services Program Grant funding, for $46,782.00, from July 1, 2022 to June 30, 2023.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
April 18, 2022

Lisa A. Cemy, Director
Gloucester Division of Disability Services
115 Budd Boulevard
West Deptford, NJ 08096

Dear Ms. Cemy:

Please accept this correspondence as an invitation to renew your agency’s contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County in 2023.

Administrative allocations are calculated based on the following fixed rates:

- $93 per member per month (PMPM) based on the number of participants enrolled in your county as of March 1, 2022; plus
- $81 an hour, based on 1.5 hours per consumer, per month; plus
- $150 per initial enrollment of new consumers, assuming 3 new consumers, for a total of $450.

Gloucester County's FY2023 administrative allocation is as follows:

<table>
<thead>
<tr>
<th>Contract Term:</th>
<th>7/1/22 – 6/30/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number:</td>
<td>23ARHS</td>
</tr>
<tr>
<td>Participants as of 3/1/21:</td>
<td>18</td>
</tr>
<tr>
<td>- PMPM Allocation:</td>
<td>$20,088.00</td>
</tr>
<tr>
<td>- Hourly Rate Allocation:</td>
<td>$26,244.00</td>
</tr>
<tr>
<td>- Intake Supplement:</td>
<td>$450.00</td>
</tr>
<tr>
<td><strong>Total Administrative Allocation:</strong></td>
<td><strong>$46,782.00</strong></td>
</tr>
</tbody>
</table>
Monthly fees will be paid for all participants who are enrolled for as little as one day per month. Enrollment will be reconciled twice during the contract term (based on December and April enrollments) and payments will be adjusted accordingly.

Funding for direct services to Gloucester County participants is based on annual spending trends and disbursed through CAU, the fiscal intermediary for this program. Providers do not contract for or control these dollars, but are informed of the total award, monthly spending and balances through reports provided by CAU.

The Required Documents checklist, attached, details all of the necessary documents to successfully execute your contract. Please complete the checklist, sign and return it with your contract package.

Electronic copies of all contracting documents can be found at the Department's website at: https://www.state.nj.us/humanservices/olra/ccpm/resources/manuals/

Once the contract has been approved and fully executed by DDS, payments will be made according to the Schedule of Estimated Claims.

Please submit the completed contract package by May 20, 2022 to Michael Korman at: Michael.korman@dhs.nj.gov. Questions can be directed to Mr. Korman electronically or by phone at 609-631-2494.

Thank you for joining us in our efforts to serve individuals with disabilities in Gloucester County. I look forward to working with you and your staff in the coming year.

Sincerely,

Peri L. Nearon

Peri L. Nearon, MPA

Cc: D. Maurone
    S. Combs
    M. Korman
    T. Wojtowicz
GRANT REQUEST FORM

DATE: June 2, 2022

1. TYPE OF GRANT
   _____NEW GRANT   _____RENEWAL

2. GRANT TITLE: Personal Assistance Services Program

3. GRANT TERM: FROM: 7/1/22 TO: 6/30/23

4. DATE APPLICATION DUE TO GRANTOR: 7/1/22

5. CFDA NUMBER: ________________________________

6. STATE GRANT NUMBER: 23ARHS

7. COUNTY DEPARTMENT: Division of Disability Services

8. DEPT, CONTRACT PERSON & PHONE NO. Diann DiLaurentis 856-384-6845

9. NAME OF FUNDING AGENCY: Department of Human Services, Division of Disability Services

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Resolution authorizing the county to apply and to enter into an agreement with the New Jersey Department of Human Services, Division of Disability Services, for the renewal of the Personal Assistance Services Program Grant from July 1, 2022 to June 30, 2023 in the amount of $46,782

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

12. INDIRECT COST (IC) RATE ___%

13. IC CHARGED TO GRANT: $______________

14. FINANCIAL:  REQUESTED  MANDATED
   GRANT FUNDS  $ 46,782  
   CASH MATCH  $ ______________  
   IN-KIND MATCH  $ ______________  (Attach Documentation)  (Attached Documentation)
TOTAL PROGRAM BUDGET $123,276

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)
   TOTAL SALARY & WAGES (a): $77,567
   TOTAL OTHER EXPENSES (b): $650
   TOTAL FRINGE (c): $45,059
   TOTAL PROGRAM COST (d): $123,276
   TOTAL GRANT FUNDING (e): $59,652
   TOTAL COUNTY FUNDING (f): $76,494

DEPT. HEAD: [Signature]

DATE: 01/21/2022

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

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

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

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

DATE: 6/2/22

1. GRANT TITLE: Personal Assistance Services Program

2. DEPARTMENT: Division of Disability Services

3. FUNDING AGENCY CONTACT PERSON: Peri Nearing, Executive Director, NJ Division of Disability Services

4. FUNDING AGENCY PHONE NUMBER: 1-800-285-3036

5. GRANT AMOUNT: $46,782

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

   B. IN-KIND MATCH: $ __________________________

   C. MODIFICATION AMOUNT: $ __________________________

   D. NEW TOTAL: $46,782

8. CONTRACT PERIOD: FROM: 7/1/22 TO: 6/30/23

9. HOW DOES COUNTY RECEIVE PAYMENT?:

   MONTHLY:
   QUARTERLY: X
   END OF CONTRACT:
   ADVANCE:
   OTHER (EXPLAIN): __________________________

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

    LIST DATES REPORTS ARE DUE: 10/31/22, 1/31/22, 4/30/23, and 7/31/23
11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X _____
   (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING
   SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X  NO______
   EXPLAIN: ____________________________________________
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE
    BUDGET RESOLUTION: ________________________________
    Resolution authorizing the county to apply to and to
    enter into an agreement with the New Jersey Department of Human Services, Division
    of Disability Services, for the renewal of the Personal Assistance Services Program
    Grant from July 1, 2022 to June 30, 2023; Total

14. Administrative Allocation for 2022/23 is $46,782. Direct Consumer Allocation is
    banked at CAU, the fiscal intermediaty.
    ______________________________________________________
    ______________________________________________________
    ______________________________________________________

15. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
    YES____ X____ NO__________

    DEPARTMENT HEAD: ____________________________
    ____________________________
    ____________________________

    DATE: 6/2/22 ____________

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

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS
   REQUIRED
PASP GRANT 23ARHS

101 PERSONNEL
Salary for one employee:
Diann DiLaurentis
Total $23,602

FRINGE
Total $22,530

410 OFFICE SUPPLIES
Total $300

970 TRAVEL
Total $250

921 MEETINGS
Total $100

TOTAL GRANT $46,782

FORM C-2
SUBMISSION DATE: 6/2/22
REVISION DATE:

DEPARTMENT: Department of Health and Human Services, Division of Disability Services
**Salary and Wages Detail**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Salary</th>
<th>Fringe</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dian DiLaurentis</td>
<td>Coordinator</td>
<td>$77,567</td>
<td>58.09%</td>
<td>$45,058.67</td>
<td>$46,132.00</td>
<td>$76,493.67</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Employee Title</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Employee Name</td>
<td>Employee Title</td>
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<td>Employee Name</td>
<td>Employee Title</td>
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<td>Employee Name</td>
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<tr>
<td>Employee Name</td>
<td>Employee Title</td>
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<td>-</td>
</tr>
</tbody>
</table>

$77,567

$45,059

$46,132

$76,494

$122,626

**Other Expenses**

<table>
<thead>
<tr>
<th>Item</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total OE</th>
</tr>
</thead>
<tbody>
<tr>
<td>410--office supplies</td>
<td>$300.00</td>
<td>$300.00</td>
<td></td>
</tr>
<tr>
<td>970-travel</td>
<td>$250.00</td>
<td>$250.00</td>
<td></td>
</tr>
<tr>
<td>921-meetings</td>
<td>$100.00</td>
<td>-</td>
<td>$100.00</td>
</tr>
<tr>
<td>Account Line Item #</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Account Line Item #</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Account Line Item #</td>
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</tr>
<tr>
<td>Account Line Item #</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

$650.00

**Total Program Cost**

<table>
<thead>
<tr>
<th>Grant</th>
<th>County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$46,782.00</td>
<td>$76,494</td>
<td>$123,275.67</td>
</tr>
</tbody>
</table>

**Grant Funding History**

<table>
<thead>
<tr>
<th>Item</th>
<th>15-XXX</th>
<th>14-XXX</th>
<th>13-XXX</th>
<th>12-XXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>$46,132.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>OE</td>
<td>$650.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

$46,782.00
"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: G.C. Division of Human & Disability Services Waiver Number: 23ARHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Contractor and/or Subcontractor</th>
<th>Description of Services</th>
<th>Performance Location[s] by COUNTRY</th>
<th>Reasons why services cannot be performed in USA</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. C. Division of Human &amp; Disability Services</td>
<td>PASP</td>
<td>United States Gloucester County, New Jersey</td>
<td></td>
</tr>
</tbody>
</table>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: Board of Commissioners County of Gloucester

[Name of Organization or Entity]

By: Print Frank DiMarco

Title: Commissioner Director

Name: ____________________________

Date: ____________________________
State of New Jersey
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT
Between
The New Jersey Department of Human Services
Division of Disability Services

AND

Gloucester County Division of Disability Services

This Business Associate Agreement (the “Agreement”), is entered into by and between
Gloucester County Division of Disability Services (the “Business Associate”) and the New Jersey
Department of Human Services, Division of Developmental Disabilities, (the “Covered Entity”) (collectively the “Parties”).

WHEREAS, the Parties have entered into the following agreement: Contract 23ARHS OF
UNDERLYING K/MOA (“the Underlying Agreement), executed on [ ] and

WHEREAS, the Business Associate may use, disclose, create, receive, maintain or transmit
protected health information (“PHI”) on behalf of the Covered Entity in connection with Business
Associate’s performance of its obligations under the above-referenced Underlying Agreement; and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of PHI as
required by Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law
104-191 and the regulations promulgated thereunder by the U.S. Department of Health (the
HIPAA Regulations), as updated by the Human Services and the Health Information Technology
for Economic and Clinical Health (HITECH) Act, enacted under Title XII of the American
Recovery and Reinvestment Act of 2009, and other applicable laws; and

WHEREAS, there are no underlying agreements associated with this Agreement other than the
above-referenced Underlying Agreement;

A. Definitions

Unless otherwise provided for in this Agreement, terms used in this Agreement shall have the
same meaning as set for the in HIPAA, HITECH, and the underlying regulations, including but
not limited to the following: Availability, Breach, Confidentiality, Data Aggregation, Designated
Record Set, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of
Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident,
Subcontractor, and Use. Specific definitions are as follows:

a. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable
Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.

B. Obligations and Activities of Business Associate

1. Security Safeguards. The Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, Security Standards to prevent the use or disclosure of Electronic Protected Health Information (ePHI), other than as authorized under this Agreement, and maintain a reasonable and appropriate privacy and security program that includes appropriate administrative, technical, organizational and physical safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

2. Breach of Security and Privacy. The Business Associate agrees to notify the Covered Entity's Privacy Officer, as noted in Section H.45, to promptly notify Covered Entity of any Security Incident involving PHI of which it becomes aware and cooperate with Covered Entity in the investigation. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, use, disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request. In addition, to the extent the information is available, the following information, to the extent available, shall be provided to the Covered Entity as soon as possible, but no later than fourteen (14) days after the Business Associate becomes aware of such security incident:

   a. Specify the nature of the unauthorized access, use or disclosure;
   b. Identify the PHI accessed, used or disclosed
   c. Identify the cause the security incident
   d. Identify the recipient(s) of the PHI
   e. Identify what corrective action took place or will take place to prevent further breaches
   f. Explain what was done or will be done to mitigate the harmful effect
   g. Provide any other relevant information Covered Entity may need about a breach.

3. Mitigation. The Business Associate agrees to take prompt corrective action to mitigate any harmful effect of any use or disclosure of PHI, or security incident that is known to the Business Associate.

4. Agents. The Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI, which was received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI.

5. Right of Access to PHI. The Business Associate agrees to make available PHI in a designated record set maintained by the Business Associate or its agents
or subcontractors to the Covered Entity as necessary to satisfy the covered entity’s obligations under 45 CFR 164.524 within ten days (10) days of the date of any such request. Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking access to PHI.

6. **Amendments.** The Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 within thirty (30) days of such a request, or take other measures as necessary to satisfy the Covered Entity’s obligations under 45 CFR 164.526. The Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity. Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking amendments to PHI.

7. **Access to books and records.** The Business Associate agrees to make its privacy and security program, its internal practices, books and records relating to the use, disclosure and security of PHI under this Agreement and the Underlying Agreement available to the Covered Entity within thirty (30) days of the date of such request, or to the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary.

8. **Accounting of Disclosures.** The Business Associate agrees to maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Covered Entities obligations under 45 CFR 164.528. The Business Associate agrees to provide such information and/or documentation to the Covered Entity within thirty (30) days of a request for an accounting of disclosures. Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking an accounting of PHI.

9. **Confidential Communications.** Business Associate shall comply with any request from an individual to receive PHI via alternative means or at an alternative location approved by Covered Entity pursuant to 45 CFR 164.522(b), provided that Covered Entity notifies Business Associate in writing of the request.

10. **Restrictions.** Business Associate shall comply with any restriction on the use or disclosure of protected health information that Covered Entity has agree to or is required to abide by under 45 CFR 164.522(a) provided that Covered Entity notifies Business Associate in writing of the restriction obligation.

11. **Minimum Retention.** Business Associate will retain the documentation required pursuant to §164.316(b)(1) for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.

12. **Inspect.** The Business Associate agrees that from time to time, upon reasonable notice, it shall allow the Covered Entity or its authorized agents or contractors, to inspect or review the facilities, systems, books, records and procedures of the Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard review. In
the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement, the Privacy Rule or Security Rule, it shall so notify the Business Associate in writing. The Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that the Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect the Business Associate's facilities, systems, books, records, and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. The Covered Entity's (1) failure to detect, or (2) detection but failure to notify the Business Associate, or (3) failure to require the Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section G of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to the Covered Entity.

13. Cooperation. The Business Associate shall make itself, and any employees, subcontractors or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Agreement, available to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers, employees, based upon a claimed violation of the Privacy Rule, the Security Rule or other law relating to security and privacy, except where the Business Associate or its employee, subcontractor or agent is a named adverse party.

14. Response to Subpoena. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.

15. Other Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under the Privacy Rule and/or Security Rule, the Business Associate shall comply with the requirements of such rules that apply to the Covered Entity in performance of such obligation(s).

C. Permitted Uses and Disclosures

16. General Uses. The Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law. The Business Associate may use PHI for the functions, activities, or services performed for or on behalf of the Covered Entity as specified in the Contract provided that such use or disclosure would not violate this Agreement, the HIPAA regulations, or the HITECH Act. In the event that this Agreement conflicts with any other written agreement made between the Parties relating to the exchange of PHI, this Agreement shall control.
17. General Disclosures. The Business Associate may disclose PHI for proper business management and administration of the Business Associate or to carry out its legal responsibilities provided that such disclosure is required by law, or the disclosure would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by the Covered Entity, the Business Associate executes a business associate agreement containing the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI with a subcontractor/person receiving the PHI, and the subcontractor/person notifies the Business Associate of any instances of which it is aware that the confidentiality of PHI has been breached. In the event that this Agreement conflicts with any other agreement relating to the access or use or disclosure of PHI, this Agreement shall control.

18. Use and Disclosure with Subcontractor. A Business Associate may disclose protected health information to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain and transit protected health information on its behalf provided the Business Associate obtains satisfactory assurances in accordance with 45 CFR 164.504(e)(5). Use and disclosure is limited to the permitted use and disclosures of this agreement or contract.

19. Minimum Necessary. Business Associate agrees to limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

D. Obligations of Covered Entity

20. Notice of Privacy Practice. In accordance with 45 CFR 164.520, the Covered Entity shall notify the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.

21. Notification of Permissions. The Covered Entity shall notify the Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

22. Notification of Restrictions. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

23. Impermissible Requests by Covered Entity. The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity or under the Covered Entity's Notice of Privacy Practices or other policies adopted by the Covered Entity pursuant to the Privacy Rule.
E. Term and Termination

24. Term. This Agreement shall be effective as of the date the Agreement is fully executed shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.

25. Return or Destruction of PHI. Return PHI, and any Related Data, to Covered Entity in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. In such case, no copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the underlying Agreement. Business Associate may destroy PHI and any Related Data provided that Covered Entity has agreed. All PHI and related data must be destroyed using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

26. Infeasible Return or Disposal of PHI. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If the Covered Entity determines it is feasible, the Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of the Business Associate. Upon the Covered Entity determining that the Business Associate cannot return or destroy PHI, the rights and obligations of the Parties established under this Agreement, HIPAA and the underlying regulations in regard to PHI shall survive the termination of this Agreement and shall continue, and the Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

27. Certification. Except when determined that the PHI cannot be returned or destroyed, the Business Associate shall provide the Covered Entity with a certification, within thirty (30) days of termination of the Agreement, that neither it nor its subcontractors or agents maintains any PHI received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity under this Agreement, in any form, whether paper, electronic, film or other. The Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
F. Breach Obligations

28. Effects of a Material Breach of this Agreement. Upon the Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by the Business Associate, the Covered Entity shall, at its discretion, either:

   a. Provide an opportunity for the Business Associate to cure the breach or

   b. End the violation, upon such terms and conditions as the Covered Entity has specified, the Covered Entity may terminate this Agreement and require that the Business Associate fully comply with the procedures specified in Section E., “Term and Termination.”

G. Indemnification and Release

29. The Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs (including attorneys’ fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from the Business Associate's use or misuse of PHI or from any action or inaction of the Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement, the Privacy Rule or Security Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

30. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Covered Entity.

31. The Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6 and agrees to not seek indemnification from Covered Entity if such are imposed upon the Business Associate.

32. The Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of the Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by the Business Associate pursuant to this Agreement. The Business Associate hereby releases the Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or federal laws, out of or in connection
with the Business Associate's performance of the obligations assumed by the Business Associate pursuant to this Agreement.

33. The obligations of the Business Associate under this section shall survive the expiration of this Agreement.

H. Miscellaneous

34. Data Ownership. Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the Protected Health Information created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement.

35. Governing Law. Except where federal law applies, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.


37. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

38. Amending Agreement. The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the Covered Entity can continue to comply with the requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules. All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement.

39. Survival. The respective rights and obligations of the Business Associate and the Covered Entity under Section E, "Term and Termination" shall survive the termination of the Contract. The respective rights and obligations of the Business Associate and the Covered Entity under Section G, "Indemnification and Release", shall survive the termination of this Agreement.

40. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA and the HIPAA regulations, as they may be amended or interpreted by a court of competent jurisdiction.

41. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA and the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business
Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

42. Third Party Beneficiaries. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and the Covered Entity, and any successor State agency to the Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

43. Individually Identifiable Information. The Business Associate acknowledges that Social Security numbers and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.

44. Medicaid Information. The Business Associate acknowledges that all information related to the Children’s Health Insurance Program (CHIP) and the Medicaid program is confidential, disclosure must be restricted to purposes directly connected with the administration of the CHIP and Medicaid State Plans, and Business Associate must comply with 42 C.F.R. 431.300 et seq. and N.J.A.C. 10:49-9.7. See also 42 U.S.C. 1396a(a)(7) and N.J.S.A. 30:4D-7.g. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to Medicaid or CHIP information will be advised of the confidentiality of the records and the safeguarding requirements.

45. Drug and Substance Abuse Records. The Business Associate acknowledges that any record that directly or indirectly identifies an individual as a current or former patient of a drug or alcohol program, as those terms are defined at 42 CFR §2.11 is confidential. Confidentiality applies to such records of deceased patients. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to drug or substance abuse information will be advised of the confidentiality of the records, requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure, except as permitted under 42 CFR Part 2.

46. Notice Requirements. Any notices to be given hereunder shall be made via email, and followed by notice via regular and certified U.S. mail, return receipt requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:
Business Associate:
Gloucester County Division of Disability Services
115 Budd Boulevard
West Deptford, NJ 08096
Facsimile # 856-384-6849

Covered Entity: Peri L. Nearon, MPA
New Jersey Department of Human Services
Division of Disability Services
PO Box 705, Trenton, NJ 08625
Facsimile # 609-631-4365

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of the Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Covered Entity to this document.

Additionally, the undersigned representative of the Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Business Associate to this document.

Covered Entity:  
Signature
Peri L. Nearon, MPA
Executive Director
DDS, Division of Disability Services

Dated: _____________________________

Business Associate:  
Signature
Printed Name: Frank J. DiMarco
Title: Commissioner Director
Agency: Gloucester County Division Of Disability Services

Dated: _____________________________
STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

SUBJECT: Department of Human Services' Standard Language Document for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

PROMULGATED: June 30, 2010


I. SCOPE

This policy circular applies to all Contracts.

II. POLICY


B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:

Diane Zompa
Chief of Staff
Department of Human Services

__________
Howard Mass, Director
Office of Administration
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 an 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. Expire, 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.
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 25 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: ___________________________        BY: ___________________________
    (signature)                       (signature)

Frank J. DiMarco                  Peri L. Nearon, MPA
    (type name)

TITLE: Commissioner Director      TITLE: Executive Director
    (type)

PROVIDER
AGENCY: Gloucester County
Div. of Disability Services
    (type)

DATE: ___________________________        DATE: ___________________________

Contract Effective Date: 7/1/2022
Contract Expiration Date: 6/30/2023
Contract Number: 23ARHS
Contract Ceiling: 46,782
Federal ID#: 21-000-660

Provider Contact Individual: Lisa Cerny
    (Print Name)

OCT. 2011
RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH NJ TRANSIT FOR THE FTA SMALL URBAN AND RURAL PUBLIC TRANSPORTATION GRANT (SECTION 5311) BY EXTENDING THE TERM THROUGH DECEMBER 31, 2022

WHEREAS, on October 7, 2020, the Gloucester County Board of Commissioners authorized the application and acceptance of funds from NJ Transit for the FTA Small Urban and Rural Public Transportation Grant (Section 5311) for $124,959.00, with a state contribution of $62,479.00 and a county contribution of $62,479.00, for a total program amount of $249,917.00, from January 1, 2021 to December 31, 2021; and

WHEREAS, NJ Transit is extending the term of the grant through December 31, 2022, with any funding not fully expended by December 31, 2022 will be rescinded and reallocated into the Section 5311 program; and

WHEREAS, all other conditions of the FY2021 Section 5311 Agreement will remain the same.

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 hereby authorized to attest to, the signing of the 2021 Section 5311 Agreement Modification with NJ Transit to extend the FY2021 FTA Small Urban and Rural Public Transportation Grant (Section 5311) term through December 31, 2022.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, June 15, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD
Ms. Lisa Cerny  
County of Gloucester  
115 Budd Boulevard  
West Deptford, NJ 08096

Re: 2021 Section 5311 Agreement Modification

Dear Ms. Cerny:

In accordance with the Modification Clause of the 2021 Section 5311 Agreement between NJ TRANSIT and the County of Gloucester, this letter will serve as a modification to the 2021 Section 5311 Agreement dated April 5, 2021.

Under the terms of the Agreement this modification to be agreed to by both parties specifically modifies the Financial Administration: Period of Availability of Funds Clause of the 2021 Section 5311 Agreement on page 2.

The Financial Administration: Period of Availability of Funds clause is hereby deleted and replaced as follows:

FINANCIAL ADMINISTRATION

Period of Availability of Funds  
The period of availability of funds is from January 1, 2021 through midnight December 31, 2022.

All other conditions of the 2021 Section 5311 Agreement dated April 5, 2021 will remain the same. Please note there is no change to funding in this agreement.

Please print and sign the name of the appropriate official and return to Ltulley@njtransit.com. Keep a copy of this fully executed modification for the County of Gloucester’s record. For your convenience attached is the revised reimbursement forms with the updated contract end date of December 31, 2022.
Also, be aware that any funding that is not fully expended by December 31, 2022 will be rescinded and reallocated into the Section 5311 program. If you have any questions, please call your Regional Program Administrator at (973) 491-8397.

Sincerely,

[Signature]

Eric R. Daleo, Senior Vice President
Capital Programs

Contractor Concurrence: ____________________________  __________________
Signature                                           Date

Name: ____________________________  Title: ____________________________

Approved as to form only

Matthew J. Platkin
Acting Attorney General of NJ

By: ____________________________  Date: ______________
Deputy Attorney General
RESOLUTION AUTHORIZING PURCHASES FROM MOTOROLA SOLUTIONS, INC. C/O VIGILANT SOLUTIONS, LLC VIA STATE CONTRACT FROM JUNE 15, 2022 TO JUNE 14, 2023 FOR A TOTAL AMOUNT OF $25,000.00

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, the County of Gloucester, through the Prosecutor’s Office has a need for proprietary equipment including license plate recognition equipment, the L5F fixed LPR Camera with sun shield, Vigilant fixed camera communications box, fixed LPR camera bracket, Target Alert service, Vigilant hosted/managed centralized LPR server via LEARN, Vigilant LPR basic service package for hosted/managed LPR deployments, Vigilant System start up and commissioning of “In Field” LPR System and Quick Deploy Camera (solar kit), installation, and a one-year hardware warranty; and

WHEREAS, it has been determined that the County can purchase said supplies from Motorola Solutions, Inc. c/o Vigilant Solutions, LLC via State Contract 83909, from June 15, 2022 to June 14, 2023 for $25,000.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-04642, which amount shall be charged against budget line item G-02-19-275-261-20652.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Motorola Solutions, Inc. c/o Vigilant Solutions, LLC via State Contract 83909 is hereby authorized from June 15, 2022 to June 14, 2023 for $25,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 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

**THIS NUMBER MUST APPEAR ON ALL INVOICES**

**NO.** 22-04642

**ORDER DATE:** 06/03/22  
**REQUISITION NO:** R2-04207  
**DELIVERY DATE:**  
**STATE CONTRACT:** 83909  
**ACCOUNT NUM:**

### VENDOR:

**GLOUC. CO PROSECUTORS OFFICE**  
**PO BOX 623, 70 HUNTER ST.**  
**WOODBURY, NJ 08096 (3RD FLOOR)**  
**856-384-5500/JUSTICE COMPLEX**  
**VENDOR #: MOTOR075**

**MOTOROLA SOLUTIONS, INC**  
**C/O VIGILANT SOLUTIONS, LLC**  
**1152 STEALTH STREET**  
**LIVERMORE, CA 94551**

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

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<td>G-02-19-275-261-20652</td>
<td>55.0000</td>
<td>220.00</td>
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<tr>
<td>1.00</td>
<td>Vigilant Hosted/Managed Centralized LPR Server via LEARN</td>
<td>G-02-19-275-261-20652</td>
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<td>12.00</td>
<td>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</td>
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<td>3,300.00</td>
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<td>Vigilant System Start Up and Commissioning of 'In Field'LPR System</td>
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<td>995.00</td>
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<tr>
<td>2.00</td>
<td>LQG Quick Deploy Camera (Solar kit)</td>
<td>G-02-19-275-261-20652</td>
<td>5,800.0000</td>
<td>11,600.00</td>
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<td>0.00</td>
<td>State Contract #83909</td>
<td>G-02-19-275-261-20652</td>
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</table>

| **TOTAL** | **25,000.00** |

### CLAIMANT’S CERTIFICATE & DECLARATION

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

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

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

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

### RECIPIENT’S CERTIFICATION

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

### APPROVAL TO PURCHASE

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

**TREASURER / CFO**

**QUALIFIED PURCHASING AGENT**

**DATE**

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
Proposal for:
Gloucester County Prosecutors Office

Attn:
Pete Ferris

Reference:
Gloucester County Prosecutors Office-L5F Berkley Rd
#ProposalID#
BCD-0037-13

Quote By:
Motorola Solutions, Inc. C/O Vigilant Solutions, LLC
1152 Stealth St. Livermore, CA 94551
Bob Duke

Date:
06-03-22
Vigilant Solutions is about protecting officers, families and communities. Vigilant is about saving lives – creating innovative and essential intelligence solutions for law enforcement that enhance policing efforts. Intelligence can solve crimes, prevent crimes before they occur, and improve safety for officers and the public that they serve and protect. Vigilant’s solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence actionable and readily accessible.

WHAT WE DO:

REDUCE CRIME RATES
OFFICER SAFETY
INCREASE EFFICIENCY & PRODUCTIVITY
REVENUE DISCOVERY/RECOVERY

OUR PRODUCTS:
- License Plate Recognition (LPR) Data and Analytics
- Fixed and Mobile LPR Cameras
- Body Worn Cameras
- Facial Recognition
- Campus Safety Solutions
- Parking Enforcement Solutions
- Corporate Security Solutions

BE SAFE. BE SMART. BE VIGILANT.
VIGILANTSOLUTIONS.COM • 925-396-2079
We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

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<thead>
<tr>
<th>Qty</th>
<th>Item #</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td><strong>L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable</strong></td>
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<tr>
<td>(2)</td>
<td>VSF-025-L5F</td>
<td>• Dual-lens camera with infrared LEDs for plate illumination</td>
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<tr>
<td></td>
<td></td>
<td>• 55ft - 85ft capture distance and up to 2 lane coverage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Internal trigger for capture of plate alphanumeric, vehicle make and model</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Camera housing with included sunshield is IP67 rated for reliable use in varied weather</td>
</tr>
<tr>
<td></td>
<td></td>
<td>conditions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• 60° camera cable included</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Includes CarDetector LPR software for local server hosting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• LPR vehicle license plate scanning / real time alerting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Full suite of LPR tools including data analytics</td>
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<tr>
<td></td>
<td><strong>Subtotal Price (Excluding sales tax)</strong></td>
<td>Unit Price: $6,495.00</td>
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<th>Description</th>
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<tr>
<td>(1)</td>
<td>BCAV1F2-C600</td>
<td><strong>Vigilant Fixed Camera Communications Box</strong></td>
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<tr>
<td></td>
<td></td>
<td>• Manages power and communications for up to four (4) Vigilant fixed LPR cameras</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Includes modem for communication with cellular carriers</td>
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<tr>
<td></td>
<td></td>
<td>• SIM Card not included</td>
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<td></td>
<td><strong>Subtotal Price (Excluding sales tax)</strong></td>
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<tr>
<td>(2)</td>
<td>VS-FX-UNI-POLE-</td>
<td><strong>Fixed LPR Camera Bracket</strong></td>
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<tr>
<td></td>
<td>WALL-BRKT_REV_B</td>
<td>• Pole or Wall Mount - UPR ARM ASSY POLE &amp; WALL MOUNT BLK REV B</td>
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<td></td>
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<td>• UPR ARM ASSY POLE &amp; WALL MOUNT BLK</td>
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<td></td>
<td><strong>Subtotal Price (Excluding sales tax)</strong></td>
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<td>-----</td>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>TAS-UL</td>
<td><strong>Target Alert Service - LPR Alert Delivery Software - Unlimited User</strong></td>
</tr>
</tbody>
</table>
|     |         | • Real Time LPR notification and mapping software sends LPR alerts to any in-network PC  
|     |         | • Send Alerts over any communication protocol including LAN, WAN, Internet wireless, etc.  
|     |         | • Server Client software compatible with all Vigilant CDFS applications     |
|     |         | **Subtotal Price (Excluding sales tax)**                                    |
|     |         | Unit Price: $0.00 | Sell Price: $0.00 | Amount: $0.00 |
|     | VS-SHP-02 | **Vigilant Shipping Charges - Fixed or Comms**                              |
|     |         | • Applies to each fixed camera LPR System  
|     |         | • Or Communication Box Purchased without LPR System  
|     |         | • Shipping Method is FOB Shipping                                         |
|     |         | **Subtotal Price (Excluding sales tax)**                                    |
|     |         | Unit Price: $70.00 | Sell Price: $55.00 | Amount: $220.00 |
|     | VS-LEARN-H | **Vigilant Hosted/Managed Centralized LPR server via LEARN**                |
|     |         | • Vigilant hosted/managed LEARN account  
|     |         |   • Central repository for all LPR data acquired by each LPR system  
|     |         |   • Includes Vigilant's suite of LPR data analytics via online web access  
|     |         |   • Automated CarDetector software update management  
|     |         |   • Plate searching, mapping, data mining utilities  
|     |         |   • Stakeout, Associate Analysis and Locate Analysis  
|     |         |   • Full administrative security with management auditing  
|     |         | • Plug-N-Play an unlimited number of CarDetector LPR systems  
|     |         |   • Requires NO server hardware, NO server maintenance  
|     |         | • Requires Vigilant Enterprise Service Agreement contract                  |
|     |         | **Subtotal Price (Excluding sales tax)**                                    |
|     |         | Unit Price: $0.00 | Sell Price: $0.00 | Amount: $0.00 |
|     | VSBSCSVC-04 | **Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments**  |
|     |         | • Managed/hosted server account services by Vigilant  
|     |         |   • Includes access to all LEARN or Client Portal and CarDetector software updates  
|     |         | • Priced per camera per year for over 60 total camera units  
<p>|     |         | • Requires new/existing Enterprise Service Agreement (ESA)                 |
|     |         | <strong>Subtotal Price (Excluding sales tax)</strong>                                    |
|     |         | Unit Price: $550.00 | Sell Price: $275.00 | Amount: $3,300.00 |</p>
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<th>Description</th>
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<tbody>
<tr>
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<td>SSUPSYS-COM</td>
<td><strong>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Vigilant technician to visit customer site</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Includes system start up, configuration and commissioning of LPR system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Includes CDM/CDP Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Applies to mobile (1 System) and fixed (1 Camera) LPR systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Subtotal Price (Excluding sales tax)</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Unit Price:</strong> $995.00 <strong>Sell Price:</strong> $995.00 <strong>Amount:</strong> $995.00</td>
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<table>
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<th>Description</th>
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<tbody>
<tr>
<td>(2)</td>
<td>VSF-L6Q-S-KIT</td>
<td><strong>L6Q Quick Deploy Camera (Solar Kit)</strong></td>
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<tr>
<td></td>
<td></td>
<td><strong>Offer Includes:</strong></td>
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<tr>
<td></td>
<td></td>
<td>- One (1) L6Q camera with two (2) Lex11 high capacity internal batteries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Solar Kit (40W solar panel, mounting bracket, charge controller, 12 Ah battery, Cable with M12 power connector)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Camera mounting bracket</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- USB-C cable and USB-C to USB-A adapter, Micro SD card</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Requirements</strong></td>
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<tr>
<td></td>
<td></td>
<td>- Hosted LPR account for data storage, alerting, analytics and more</td>
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<td></td>
<td></td>
<td>- Enterprise Service Agreement</td>
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<td></td>
<td><strong>Optional, Sold Separately:</strong></td>
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<tr>
<td></td>
<td></td>
<td>- 12VDC Power Pigtail</td>
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<td></td>
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<td>- 120V AC power supply</td>
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<tr>
<td></td>
<td></td>
<td>- Active SIM card with cellular data plan</td>
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<td></td>
<td></td>
<td><strong>Subtotal Price (Excluding sales tax)</strong></td>
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<td></td>
<td><strong>Unit Price:</strong> $6,495.00 <strong>Sell Price:</strong> $5,800.00 <strong>Amount:</strong> $11,600.00</td>
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<th>Description</th>
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<tbody>
<tr>
<td>(1)</td>
<td>Installation</td>
<td>Installation</td>
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|     | **Subtotal Price (Excluding sales tax)** |
|     | **Unit Price:** $1,185.00 **Sell Price:** $1,185.00 **Amount:** $1,185.00 |

**Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
7. Motorola’s Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
8. Includes 3 years of CLK fees for cameras.
9. NJ State Contract # 83909

Quoted by: Bob Duke - 716-880-4254 - bob.duke@motorolasolutions.com

<table>
<thead>
<tr>
<th>Total Price</th>
<th>$25,000.00 (Excluding sales tax)</th>
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</table>
RESOLUTION AUTHORIZING GRANT APPLICATIONS WITH THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE AND ACCEPTANCE OF FUNDS FROM THE FY2022 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) GRANT FROM MAY 16, 2022 TO MARCH 19, 2023

WHEREAS, the County of Gloucester, through the Sheriff's Office and the Department of Correctional Services has applied for funding from the United States Bureau of Justice Assistance for the FY2022 Patrick Leahy Bulletproof Vest Partnership ("BVP") Grant, for funds to be used for replacement ballistic and/or stab proof and/or combo vests for use by law enforcement members of each office; and

WHEREAS, the Sheriff’s Office and the Department of Correctional Services have reviewed all data supplied in the applications and attachments, and certifies to the Board of County Commissioners of the County of Gloucester that all data contained therein is true and correct, and that they have submitted the grant applications to the County Treasurer’s Office for review and the Treasurer has approved said applications; and

WHEREAS, the Board of County Commissioners hereby acknowledge that the grant funds requested are in the amount of $18,480.00 for the Sheriff’s Office, and $5,250.00 for the Department of Correctional Services, for the term May 16, 2022 to March 19, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the grant applications submitted by the County Sheriff’s Office and the Department of Correctional Services are hereby authorized, and that the County hereby accepts the FY2022 Patrick Leahy Bulletproof Vest Partnership grant funds, for the term May 16, 2022 to March 19, 2023 in the amount of $18,480.00 for the Sheriff’s Office, and $5,250.00 for the Department of Correctional Services; and

BE IT FURTHER RESOLVED that the County Sheriff’s Office and the Department of Correctional Services shall be responsible for implementation subject to the terms and guidelines set forth by the granting authority.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 06/03/22

1. TYPE OF GRANT
   X NEW GRANT  _____ RENEWAL

2. GRANT TITLE: 2022 Patrick Leahy Bulletproof Vest Partnership (BVP)

3. GRANT TERM: FROM: 05/16/22 TO: 03/19/23

4. DATE APPLICATION DUE TO GRANTOR: 06/27/22

5. CFDA NUMBER: 16.607

6. STATE GRANT NUMBER: _______________________________________

7. COUNTY DEPARTMENT: Sheriff

8. DEPT. CONTRACT PERSON & PHONE NO. Brandi Garcia (856) 384-4601

9. NAME OF FUNDING AGENCY: Bureau of Justice Assistance

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): 2022 Patrick Leahy Bulletproof Vest Partnership (BVP); monies to be used for replacements of bulletproof vests for Sheriff's Officers. Vestillo expires every five (5) years.

   Yes

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

12. INDIRECT COST (IC) RATE N/A %

13. IC CHARGED TO GRANT: $N/A

14. FINANCIAL:  

   REQUESTED          MANDATED

   GRANT FUNDS        $___________

   CASH MATCH         $___________

   IN-KIND MATCH      $___________ (Attach Documentation)

   TOTAL PROGRAM BUDGET $___________

(Attached Documentation)
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ __________________________

TOTAL OTHER EXPENSES (b): $ __________________________

TOTAL FRINGE (c): $ __________________________

TOTAL PROGRAM COST (d): $ __________________________

TOTAL GRANT FUNDING (e): __________________________

TOTAL COUNTY FUNDING (f): $ __________________________

DEPT. HEAD: __________________________
Signature

DATE: 06/03/22

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.
MANAGE APPLICATION

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant: GLOUCESTER COUNTY SHERIFF OFFICE

Fiscal Year: 2022

Vest Replacement Cycle: 5

Number of Officers: 114

- Number of Stolen or Damaged: 0

- Number of Emergency Replacement Needs: 0

- Number of Officer Turnover: 5

VIEW/UPDATE APPLICATION

Vests for 2022 Regular Fund
<table>
<thead>
<tr>
<th>Model Name</th>
<th>Quantity</th>
<th>Specification</th>
<th>Gender</th>
<th>Unit Price</th>
<th>Total Cost</th>
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<td>BA-3A00S-MR02</td>
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<td>IIIA</td>
<td>M</td>
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<tr>
<td>BA-3A00S-SX02F</td>
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<td>F</td>
<td>$980.00</td>
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<tr>
<td>BA-3A00S-SM02</td>
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<td>IIIA</td>
<td>N</td>
<td>$980.00</td>
<td>$16,660.00</td>
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<tr>
<td>Grand Totals</td>
<td>19</td>
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<td>$18,480.00</td>
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</table>

**Add Vests to Application**
GRANT REQUEST FORM

DATE: 06/03/2022

1. TYPE OF GRANT
   _____NEW GRANT   X RENEWAL

2. GRANT TITLE: 2022 Patrick Leahy Bulletproof Vest Partnership (BVP)

3. GRANT TERM: FROM: 05/16/22 TO: 03/19/23

4. DATE APPLICATION DUE TO GRANTOR: 06/27/22

5. CFDA NUMBER: 16.607

6. STATE GRANT NUMBER: __________________________

7. COUNTY DEPARTMENT: Corrections

8. DEPT. CONTRACT PERSON & PHONE NO. Jessa Buenzle (856) 384-4604

9. NAME OF FUNDING AGENCY: Bureau of Justice Assistance

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): 2022 Patrick Leahy Bulletproof Vest Partnership (BVP): monies to be used for replacement of bulletproof vests for Department of Corrections officers. Vest life expires every five (5) years.

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

12. INDIRECT COST (IC) RATE N/A %

13. IC CHARGED TO GRANT: $N/A

14. FINANCIAL:
   REQUESTED MANDATED
   GRANT FUNDS $______________
   CASH MATCH $______________ (Attach Documentation)
   IN-KIND MATCH $______________ (Attached Documentation)
   TOTAL PROGRAM BUDGET $______________
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ _____________________
TOTAL OTHER EXPENSES (b): $ _____________________
TOTAL FRINGE (c): $ _____________________
TOTAL PROGRAM COST (d): $ _____________________
TOTAL GRANT FUNDING (e): $ _____________________
TOTAL COUNTY FUNDING (f): $ _____________________

DEPT. HEAD: __________________________ Signature

DATE: 06/03/22

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAnteES.
MANAGE APPLICATION

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant: GLOUCESTER COUNTY JAIL

Fiscal Year: 2022

Vest Replacement Cycle: 5

Number of Officers: 24

Number of Stolen or Damaged: 0

Number of Emergency Replacement Needs: 0

Number of Officer Turnover: 0

VIEW/UPDATE APPLICATION

Vests for 2022 Regular Fund
<table>
<thead>
<tr>
<th>Model Name</th>
<th>Quantity</th>
<th>Specification</th>
<th>Gender</th>
<th>Unit Price</th>
<th>Total Cost</th>
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<tr>
<td>GNX3A</td>
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<td>IIIA</td>
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<td>$1,050.00</td>
<td>$5,250.00</td>
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<tr>
<td>Grand Totals</td>
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<td></td>
<td></td>
<td></td>
<td>$5,250.00</td>
</tr>
</tbody>
</table>

PROCEED TO SUBMIT APPLICATION  ADD VESTS TO APPLICATION
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES AND ACCEPTANCE OF THE JAIL MAT INITIATIVE GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00

WHEREAS, the State of New Jersey’s Department of Human Services and Department of Corrections in collaboration with the Department of Health, Division of Mental Health and Addiction Services have made funding available to County correctional facilities to provide medication-assisted treatment ("MAT") to individuals with an opioid addiction who are in county jails, with funding allocated in proportion to the size of the county jail population and awarded on an annual basis; and

WHEREAS, the New Jersey Department of Human Services has confirmed the contract ceiling for the FY 2023 MAT grant in the amount of $300,000.00 from July 1, 2022 to June 30, 2023, and the County seeks to enter into a funding agreement to accept said funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Gloucester does hereby authorize execution of a funding agreement with the New Jersey Department of Human Services, Division of Mental Health and Addiction Services for the FY 2023 Jail MAT initiative grant from July 1, 2022 to June 30, 2023, in an amount not to exceed $300,000.00; and

BE IT FURTHER RESOLVED that the County Department of Correctional Services shall be responsible for grant implementation in accordance with the terms and conditions set forth in the agreement.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on June 15, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 6/3/2021

1. TYPE OF GRANT
   _______NEW GRANT     ___ RENEWAL

2. GRANT TITLE: Gloucester County Department of Corrections Jail MAT Initiative

3. GRANT TERM: FROM: __7/1/2022____ TO: ___6/30/2023____

4. DATE APPLICATION DUE TO GRANTOR: 6/30/2022

5. CFDA NUMBER: ________________________________

6. STATE GRANT NUMBER: __________________________

7. COUNTY DEPARTMENT: Department of Corrections

8. DEPT. CONTRACT PERSON & PHONE NO. Capt. Kim Reichert

9. NAME OF FUNDING AGENCY: NJ Division of Mental Health & Addiction

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To expand the use of medication assisted treatment for inmates who have an opioid use disorder

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

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $____________

14. FINANCIAL:

   REQUESTED       MANDATED

   GRANT FUNDS      $ 300,000

   CASH MATCH       $ ____________
   (Attach Documentation)

   IN-KIND MATCH    $ ____________
   (Attached Documentation)

   TOTAL PROGRAM BUDGET $300,000


15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ ____________________________

TOTAL OTHER EXPENSES (b): $ 300,000

TOTAL FRINGE (c): $ ____________________________

TOTAL PROGRAM COST (d): $ 300,000

TOTAL GRANT FUNDING (e): $ 300,000

TOTAL COUNTY FUNDING (f): $ ____________________________

DEPT. HEAD: ____________________________

Signature

DATE: ____________________________

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.
### Contract Information Form

**State of New Jersey**
**Department of Human Services**
**Annex B:**
**Contract Information Form**

**Agency Name:** County of Gloucester  
**Address:** 70 Hunter Street  
**Woodbury, NJ 08096**  
**Phone:** 856-853-3356  
**Chief Executive Officer:** Frank N. DiMarco  
**Prepared by:** Amanda Liberto  
**Date:** 6/3/2022

<table>
<thead>
<tr>
<th>Contracting Division</th>
<th>Contract #</th>
<th>Column # and Program Name</th>
<th>Reimbursable Ceiling</th>
<th>Type of Service</th>
<th>Contract Type</th>
<th>Payment Method</th>
<th>Division Contact Person</th>
<th>Provider Agency Contact Person and Telephone #</th>
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<tr>
<td>DMHAS</td>
<td>23-917-ADA</td>
<td>Medication Assisted Treatment</td>
<td>$300,000</td>
<td>Treatment Services</td>
<td>Cost Related</td>
<td>Instalments</td>
<td>Kimberly Ferguson</td>
<td>Kimberly Reichert 856-384-4672</td>
</tr>
</tbody>
</table>

**Total**

$300,000

---

**Division Use Only**

**Contract #**

**Effective Dates:** through

**Division**

**Agency Authorized Signatory**

---

**Budget:** I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.

**Expenditure Report:** I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.

**Fiscal Officer**

---

**HERE**
State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
BUSINESS ASSOCIATE AGREEMENT  
Between  
The New Jersey Department of Human Services  
Division of Mental Health and Addiction Services (DMHAS)  

AND  

County of Gloucester, Dept. of Correctional Services  
70 Hunter Street  
Woodbury, NJ 08096  

This Business Associate Agreement (this "Agreement"), is entered into by and between  
County of Gloucester  
and the New Jersey Department of Human Services, Division of Mental Health and Addiction Services (DMHAS) (the "Covered Entity") (collectively the "Parties").  

WHEREAS, the Parties have entered into the following agreement: DMHAS Contract # 23-917-ADA (the "Underlying Agreement"), effective on 07/01/2022; and  

WHEREAS, the Business Associate may use, disclose, create, receive, maintain or transmit protected health information ("PHI") on behalf of the Covered Entity in connection with Business Associate’s performance of its obligations under the Underlying Agreement; and  

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of PHI as required by Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health (the "HIPAA Regulations"), as updated by the Human Services and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and other applicable laws; and  

WHEREAS, there are no underlying agreements associated with this Agreement other than the above-referenced Underlying Agreement;  

A. Definitions  

Unless otherwise provided for in this Agreement, terms used in this Agreement shall have the same meaning as set for in HIPAA, HITECH, and the underlying regulations, including but not limited to the following: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, and Use. Specific definitions are as follows:  

a. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.

B. Obligations and Activities of Business Associate

1. Security Safeguards. The Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, Security Standards to prevent the use or disclosure of Electronic Protected Health Information ("ePHI"), other than as authorized under this Agreement, and maintain a reasonable and appropriate privacy and security program that includes appropriate administrative, technical, organizational and physical safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

2. Breach of Security and Privacy. The Business Associate agrees to notify the Covered Entity’s Privacy Officer, as noted in Section H.45, to promptly notify Covered Entity of any Security Incident involving PHI of which it becomes aware and cooperate with Covered Entity in the investigation. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, use, disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request. In addition, to the extent the information is available, the following information, to the extent available, shall be provided to the Covered Entity as soon as possible, but no later than fourteen (14) days after the Business Associate becomes aware of such security incident:

   a. Specify the nature of the unauthorized access, use or disclosure;
   b. Identify the PHI accessed, used or disclosed
   c. Identify the cause the security incident
   d. Identify the recipient(s) of the PHI
   e. Identify what corrective action took place or will take place to prevent further breaches
   f. Explain what was done or will be done to mitigate the harmful effect
   g. Provide any other relevant information Covered Entity may need about a breach.

3. Mitigation. The Business Associate agrees to take prompt corrective action to mitigate any harmful effect of any use or disclosure of PHI, or security incident that is known to the Business Associate.

4. Agents. The Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI, which was received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI.

5. Right of Access to PHI. Right of Access to PHI. The Business Associate agrees to make available PHI in a designated record set maintained by the Business Associate or its agents
or subcontractors to the Covered Entity as necessary to satisfy the covered entity's obligations under 45 CFR 164.524 within ten days (10) days of the date of any such request. Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking access to PHI.

6. Amendments. The Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 within thirty (30) days of such a request, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.526. The Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity. Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking amendments to PHI.

7. Access to books and records. The Business Associate agrees to make its privacy and security program, its internal practices, books and records relating to the use, disclosure and security of PHI under this Agreement and the Underlying Agreement available to the Covered Entity within thirty (30) days of the date of such request, or to the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary.

8. Accounting of Disclosures. The Business Associate agrees to maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Covered Entities obligations under 45 CFR 164.528. The Business Associate agrees to provide such information and/or documentation to the Covered Entity within thirty (30) days of a request for an accounting of disclosures. Business Associates agrees to forward all requests made directly to the Business Associate from individuals seeking an accounting of PHI.

9. Confidential Communications. Business Associate shall comply with any request from an individual to receive PHI via alternative means or at an alternative location approved by Covered Entity pursuant to 45 CFR 164.522(b), provided that Covered Entity notifies Business Associate in writing of the request.

10. Restrictions. Business Associate shall comply with any restriction on the use or disclosure of protected health information that Covered Entity has agree to or is required to abide by under 45 CFR 164.522(a) provided that Covered Entity notifies Business Associate in writing of the restriction obligation.

11. Minimum Retention. Business Associate will retain the documentation required pursuant to §164.316(b)(1) for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.

12. Inspect. The Business Associate agrees that from time to time, upon reasonable notice, it shall allow the Covered Entity or its authorized agents or contractors, to inspect or review the facilities, systems, books, records and procedures of the Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard review. In
the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement, the Privacy Rule or Security Rule, it shall so notify the Business Associate in writing. The Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that the Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect the Business Associate’s facilities, systems, books, records, and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. The Covered Entity's (1) failure to detect, or (2) detection but failure to notify the Business Associate, or (3) failure to require the Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section G of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to the Covered Entity.

13. Cooperation. The Business Associate shall make itself, and any employees, subcontractors or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Agreement, available to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers, employees, based upon a claimed violation of the Privacy Rule, the Security Rule or other law relating to security and privacy, except where the Business Associate or its employee, subcontractor or agent is a named adverse party.

14. Response to Subpoena. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.

15. Other Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under the Privacy Rule and/or Security Rule, the Business Associate shall comply with the requirements of such rules that apply to the Covered Entity in performance of such obligation(s).

C. Permitted Uses and Disclosures

16. General Uses. The Business Associate shall not use or disclose PHI other than as permitted or required by the Underlying Agreement or as required by law. The Business Associate may use PHI for the functions, activities, or services performed for or on behalf of the Covered Entity as specified in the Underlying Agreement provided that such use or disclosure would not violate this Agreement, the HIPAA regulations, or the HITECH Act. In the event that this Agreement conflicts with any other written agreement made between the Parties relating to the exchange of PHI, this Agreement shall control.
17. **General Disclosures.** The Business Associate may disclose PHI for proper business management and administration of the Business Associate or to carry out its legal responsibilities provided that such disclosure is required by law, or the disclosure would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by the Covered Entity, the Business Associate executes a business associate agreement containing the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI with a subcontractor/person receiving the PHI, and the subcontractor/person notifies the Business Associate of any instances of which it is aware that the confidentiality of PHI has been breached. In the event that this Agreement conflicts with any other agreement relating to the access or use or disclosure of PHI, this Agreement shall control.

18. **Use and Disclosure with Subcontractor.** A Business Associate may disclose protected health information to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain and transit protected health information on its behalf provided the Business Associate obtains satisfactory assurances in accordance with 45 CFR 164.504(e)(5). Use and disclosure is limited to the permitted use and disclosures of this Agreement.

19. **Minimum Necessary.** Business Associate agrees to limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

**D. Obligations of Covered Entity**

20. **Notice of Privacy Practice.** In accordance with 45 CFR 164.520, the Covered Entity shall notify the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.

21. **Notification of Permissions.** The Covered Entity shall notify the Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

22. **Notification of Restrictions.** The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

23. **Impermissible Requests by Covered Entity.** The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity or under the Covered Entity's Notice of Privacy Practices or other policies adopted by the Covered Entity pursuant to the Privacy Rule.
E. Term and Termination

24. Term. This Agreement shall be effective as of the date the Underlying Agreement is fully executed and shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.

25. Return or Destruction of PHI. Return PHI, and any Related Data, to Covered Entity in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. In such case, no copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the underlying Agreement. Business Associate may destroy PHI and any Related Data provided that Covered Entity has agreed. All PHI and related data must be destroyed using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

26. Infeasible Return or Disposal of PHI. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If the Covered Entity determines it is feasible, the Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of the Business Associate. Upon the Covered Entity determining that the Business Associate cannot return or destroy PHI, the rights and obligations of the Parties established under this Agreement, HIPAA and the underlying regulations in regard to PHI shall survive the termination of this Agreement and shall continue, and the Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

27. Certification. Except when determined that the PHI cannot be returned or destroyed, the Business Associate shall provide the Covered Entity with a certification, within thirty (30) days of termination of the Underlying Agreement, that neither it nor its subcontractors or agents maintains any PHI received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity under this Agreement, in any form, whether paper, electronic, film or other. The Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
F. Breach Obligations

28. Effects of a Material Breach of this Agreement. Upon the Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by the Business Associate, the Covered Entity shall, at its discretion, either:

   a. Provide an opportunity for the Business Associate to cure the breach or

   b. End the violation, upon such terms and conditions as the Covered Entity has specified, the Covered Entity may terminate this Agreement and require that the Business Associate fully comply with the procedures specified in Section E., “Term and Termination.”

G. Indemnification and Release

29. The Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs (including attorneys’ fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from the Business Associate's use or misuse of PHI or from any action or inaction of the Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement, the Privacy Rule or Security Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

30. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Covered Entity.

31. The Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6 and agrees to not seek indemnification from Covered Entity if such are imposed upon the Business Associate.

32. The Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of the Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by the Business Associate pursuant to this Agreement. The Business Associate hereby releases the Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or federal laws, out of or in connection
with the Business Associate's performance of the obligations assumed by the Business Associate pursuant to this Agreement.

33. The obligations of the Business Associate under this section shall survive the expiration of this Agreement.

H. Miscellaneous

34. Data Ownership. Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the Protected Health Information created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement.

35. Governing Law. Except where federal law applies, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.


37. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

38. Amending Agreement. The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the Covered Entity can continue to comply with the requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules. All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement.

39. Survival. The respective rights and obligations of the Business Associate and the Covered Entity under Section E, "Term and Termination" shall survive the termination of the Contract. The respective rights and obligations of the Business Associate and the Covered Entity under Section G, "Indemnification and Release", shall survive the termination of this Agreement.

40. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA and the HIPAA regulations, as they may be amended or interpreted by a court of competent jurisdiction.

41. Disclaimer. The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA and the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business
Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.

42. **Third Party Beneficiaries.** Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and the Covered Entity, and any successor State agency to the Covered Entity, any rights, remedies, obligations or liabilities whatsoever.

43. **Individually Identifiable Information.** The Business Associate acknowledges that Social Security numbers and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and state laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(e)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.

44. **Medicaid Information.** The Business Associate acknowledges that all information related to the Children’s Health Insurance Program (CHIP) and the Medicaid program is confidential, disclosure must be restricted to purposes directly connected with the administration of the CHIP and Medicaid State Plans, and Business Associate must comply with 42 C.F.R. 431.300 et seq. and N.J.A.C. 10:49-9.7. See also 42 U.S.C. 1396a(a)(7) and N.J.S.A. 30:4D-7.g. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to Medicaid or CHIP information will be advised of the confidentiality of the records and the safeguarding requirements.

45. **Drug and Substance Abuse Records.** The Business Associate acknowledges that any record that directly or indirectly identifies an individual as a current or former patient of a drug or alcohol program, as those terms are defined at 42 CFR §2.11 is confidential. Confidentiality applies to such records of deceased patients. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to drug or substance abuse information will be advised of the confidentiality of the records, requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure, except as permitted under 42 CFR Part 2.

46. **Notice Requirements.** Any notices to be given hereunder shall be made via email, and followed by notice via regular and certified U.S. mail, return receipt requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:
Business Associate:

Name and Title: Frank J. DiMarco, Commissioner Director
Agency Name: County of Gloucester, Department of Correctional Services
Street address: 70 Hunter Street
City, State, Zip Code: Woodbury, NJ 08096
E-mail: fdimarco@co.gloucester.nj.us
Phone: 856-853-3395
Fax: 856-853-3495

Covered Entity:
Privacy Officer, DMHAS
Lisa Ciaston, Esq., Director, Legal Liaison
New Jersey Department of Human Services
Division of Mental Health and Addiction Services
P.O. Box 362
Trenton, NJ 08625-0362
Lisa.Ciaton@dhs.nj.gov
Phone: (609) 438-4166
Fax: (609) 631-2252

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of the Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Covered Entity to this document.

Additionally, the undersigned representative of the Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Business Associate to this document.

Covered Entity:  

Signature
Valerie L. Mielke, MSW
Printed Name
Assistant Commissioner
Title
DMHAS
Agency
Date

Business Associate:  

Signature
Frank J. DiMarco
Printed Name
Commissioner Director
Title
County of Gloucester
Agency
06/15/22
Date
| AGENCY: | **Glouster County Department of Corrections**  
Glouster |
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| DMHS AWARD FOR FY 2023: | $300,000 |

| FY 22  
7/1/21-6/30/22 | FY 23  
7/1/22-6/30/23 |
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<td><strong>February 2022 CONTRACT BASE:</strong></td>
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<tr>
<td>Jail Mat -Glouster County</td>
<td>$300,000</td>
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| YE 6/30/23 AWARD: | $300,000 | $300,000 |