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

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the June 15, 2022 regular meeting minutes.

PROCLAMATIONS

P-1 Proclamation in Recognition of Brandon Armstrong as the recipient of the 2022 Paulsboro High School Brotherhood Award. (Previously presented by Commissioner DiCarlo)

P-2 Proclamation in Recognition of Luke Dinkels for earning the Rank of Eagle Scout the highest award offered by the Boy Scouts of America, Troop 7044. (Previously presented by Commissioner DiCarlo)

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

A-1 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH TENEX SOFTWARE SOLUTIONS, INC. FOR $24,200.00.

This Resolution authorizes a contract with Tenex Software Solutions, Inc., for the purchase of pre-election/election day onsite support, as per Vendor’s Estimate 1109, dated June 3, 2022 for $24,200.00. C.A.F. No. 22-95062 has been obtained to certify funds.

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:

- **Child Advocacy Development Grant - $100,000.00.** These funds will be used to purchase technology improvements and make renovations at the Child Advocacy Center of Gloucester County.

- **WIOA Data Reporting and Analysis Allocation - $12,971.00.** This grant provides funding for the purchase of software required by the State of New Jersey to track the performance of the WIOA grants. The State now requires the County to purchase the software directly from the vendor. This is the third year the County has been responsible for the purchase.

- **Comprehensive Alcoholism and Drug Abuse Services - $93,481.00.** This funding is part of the initial funding of $606,829.00. Funding will be used to fully fund the current contracts and administrative costs associated with the Alcohol and Drug Abuse programs. The program provides treatment and preventative services to County residents in accordance with the needs-assessment process promulgated by the State of New Jersey. Services include Withdraw Management, Residential and Outpatient Treatment, Evaluations, Prevention, Education, Intervention Services and Support Services.
• Access to Reproductive Care and HIV Services (ARCH) - $102,500.00. This grant is dedicated to reducing the spread of HIV/AIDS and other infectious diseases by offering drug treatment assessment, education and preventative services along with community partner linkages for individuals in the community, including pregnant women at high risk for HIV and STD’s.

A-3 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES TO THE COUNTY OF GLOUCESTER, FROM JULY 6, 2022 TO JULY 5, 2024.

This Resolution authorizes the award of split contracts for providing temporary employment services to the County of Gloucester. A bid request, PD-22-024, was sent out by our Purchasing Department and two (2) contracts will be awarded based on lowest bid for specified items, from July 6, 2022 to July 5, 2024.

1. Anytime Staffing, LLC – Items 1, 3, 7, 8, 10 in an amount not to exceed $350,000.00 per year.
2. 22nd Century Technologies, Inc. - Items 1, 2, 3, 5, 7, 8, 10, and 13 in an amount not to exceed $350,000.00 per year.

B-1 RESOLUTION AUTHORIZING CONTRACTS FOR ON-THE-JOB TRAINING WITH NON-PROFIT AND FOR-PROFIT ORGANIZATIONS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2022 TO JUNE 30, 2024.

This Resolution authorizes contracts for on-the-job training with non-profit and for-profit organizations using Workforce Innovation and Opportunity Act and Work First New Jersey Funds, from July 1, 2022 to June 30, 2024, with a maximum award of $10,000.00 per participant unless there is prior approval for the extraordinary cost of providing the on-the-job training subject to available funding. The County is funding the contracts using Workforce Innovation and Opportunity Act and Work First New Jersey funds.

B-2 RESOLUTION AUTHORIZING THE AUTOMATIC RENEWAL OF AN URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR FISCAL YEARS 2023-2025.

This Resolution authorizes the automatic renewal of the agreement with the participating municipalities for fiscal years 2023-2025. On July 6, 2016, the County and the 23 county municipalities (Clayton, Deptford, East Greenwich, Elk, Franklin, Glassboro, Greenwich, Harrison, Logan, Mantua, Monroe, National Park, Newfield, Paulsboro, Pitman, South Harrison, Swedesboro, Wrennaw, West Deptford, Westville, Woodbury, Woodbury Heights, and Woolwich) authorized a three year Urban County Qualification Cooperation Agreement to qualify for and receive CDBG and HOME funds from HUD, for the qualification period 2017-2019 with automatic renewal provisions. This current term will expire in 2022.

B-3 RESOLUTION AUTHORIZING RENEWAL OF A COOPERATION AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS FOR FISCAL YEARS 2023-2025.

This Resolution authorizes the renewal of a Cooperation Agreement with the Township of Washington for the Community Development Block Grant Entitlement Funds for fiscal years 2023 – 2025. The County of Gloucester qualifies as an urban county and Washington Township as a metropolitan city and pursuant to United States Department of Housing and Urban Development (hereafter “HUD”) regulations, each metropolitan city and the urban county must submit an executed plan that the metropolitan city be included as part of the urban county. The Township and the County have entered into cooperation agreements continually since 2004 in three-year qualification cycles, and the Township has opted to continue its metropolitan city status for fiscal years 2023-2025.

B-4 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED CONIFER REALTY, LLC.

The Resolution consents to the proposal submitted on behalf of “Conifer Realty” as an amendment to the Tri-County Water Quality Management Plan. The amendment was prepared and submitted on behalf of Conifer Realty, LLC by Stout & Caldwell Engineers, LLC. This amendment proposal would update the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP).
B-5 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED KNIGHT OWL HOLDINGS V LLC.

The Resolution consents to the proposal submitted on behalf of “Knight Owl Holdings V, LLC” as an amendment to the Tri-County Water Quality Management Plan. The amendment was prepared and submitted on behalf of Knight Owl Holdings V, LLC by Stout & Caldwell Engineers, LLC. This amendment proposal would update the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP).

B-6 RESOLUTION DECLARING INTENT TO VACATE ROAD AND ROADWAY EASEMENTS ON PORTIONS OF THE FORMER ALIGNMENT OF COUNTY ROUTE 603 A/K/A BLACKWOOD-BARNBORO ROAD IN THE TOWNSHIPS OF WASHINGTON AND DEPTFORD.

This Resolution declares the County’s intent to vacate four (4) tracts of road and roadway easements, consisting of portions of the former configuration of CR 603, a/k/a Blackwood-Barnboro Road, as recommended by the County Planning Board in relation to the applicant, JPC Group Real Estate, LLC, Application #WA-1039/DE-0695, which portions are longer needed for public use, nor provide any through connections to other roadways. It has been determined that the public interest will be better served by releasing these lands and extinguishing the public right to this property, and the County will no longer be responsible for the upkeep, repair or maintenance thereto with.

B-7 RESOLUTION AUTHORIZING CONTRACTS WITH COLLIERS ENGINEERING & DESIGN, INC., FRENCH & PARRELLO ASSOCIATES, P.A. AND PENNONI ASSOCIATES, INC. FROM JULY 6, 2022 TO JULY 5, 2023 IN AN AMOUNT NOT TO EXCEED $150,000.00 EACH.

This Resolution authorizes the award of contracts to Collier’s Engineering & Design, Inc., French & Parrello Associates, P.C. and Pennoni Associates, Inc. for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, as per RFP-22-042, from July 6, 2022 to July 5, 2023 in an amount not to exceed $150,000.00 each. These contractors made the most advantageous proposals based on price and other factors considered.

B-8 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH TAG’S AUTO SUPPLY.

This Resolution authorizes an amendment to the contract with Tag’s Auto Supply for additional automotive supplies needed, thereby increasing the contract in an amount not to exceed $28,000.00 (20%), resulting in a new total contract amount not to exceed $168,000.00 through October 18, 2022.

B-9 RESOLUTION AUTHORIZING A CONTRACT WITH RIGGINS, INC. FROM AUGUST 4, 2022 TO AUGUST 3, 2024 IN AN AMOUNT NOT TO EXCEED $1,000,000.00 PER YEAR.

This Resolution authorizes a contract with Riggins, Inc. for the supply and delivery of gasoline and ultra-low sulfur diesel fuel, as per PD-22-021, for use by the Public Works Department, Division of Fleet Management from August 4, 2022 to August 3, 2024 in an amount not to exceed $1,000,000.00 per year. Riggins, Inc. submitted the sole responsive and responsible bid.

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

C-1 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH ZOLL DATA SYSTEMS, FROM MAY 1, 2022 TO APRIL 30, 2023 FOR $48,000.00.

This Resolution authorizes an emergency contract with Zoll Data Systems for the purchase of the emsCharts platform for patient care reporting, from May 1, 2022 to April 30, 2023, for $48,000.00. The said contract was exempt from public bidding, as it was an emergency purchase, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Andy Lovell; NJ MicP, NREMT/P, Chief Gloucester County EMS Coordinator. C.A.F. No. 22-05593 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH CASWORTH ENTERPRISES, INC. FOR $106,100.00.

This Resolution authorizes an emergency contract with Casworth Enterprises, Inc. for the delivery, rental, and removal of eleven (11) 30 yard open top roll containers needed by the County for Tornado Ida, for $106,100.00. The said contract was exempt from public bidding, as it was an emergency purchase, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Dennis McNulty, Coordinator Emergency Management Office. C.A.F. No. 22-05732 has been obtained to certify funds. Reimbursed funds through FEMA.
C-3 RESOLUTION AUTHORIZING APPLICATION TO NEW JERSEY DEPARTMENT OF TRANSPORTATION AND ACCEPTANCE OF GLOUCESTER COUNTY ELECTRONIC CRASH DATA TRANSFER ENHANCEMENT GRANT IN THE TOTAL AMOUNT OF $63,900.00 FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023.

This Resolution authorizes the application and acceptance of the Gloucester County Electronic Crash Data Transfer Enhancement Grant in the total amount of $63,900.00, from October 1, 2022 to September 30, 2023. The County will use funding to integrate NJDOT’s Motor Vehicle Accident Reporting form with the County’s Computer Aided Dispatching and Records Management System, which will significantly benefit Law Enforcement throughout the County.

C-4 RESOLUTION AUTHORIZING A CONTRACT WITH B. DUBOIS JR. BURIAL VAULTS, LLC FROM JULY 7, 2022 TO JULY 6, 2024.

This Resolution authorizes a contract with B. DuBois Jr. Burial Vaults, LLC for the supply and delivery of all labor and materials for a backhoe operator for gravedigging services for the Gloucester County Veterans Memorial Cemetery and is inclusive of all labor and materials required as per bid specifications PD-22-023. The County has the option to extend this contract for one (1) two-year term or two (2) one-year terms. Payment to B. DuBois Jr. Burial Vaults, LLC made by the family of the deceased. B. DuBois Jr. Burial Vaults, LLC was the lowest responsive and responsible bidder.

D-1 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM LAUREL LAWN MOWER SERVICES INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE EDUCATIONAL SERVICES COMMISSION OF NJ (ESCNJ) FOR A TOTAL AMOUNT OF $24,498.07.

This Resolution authorizes the purchase of lawn mower equipment for use by the County Department of Parks & Recreation from Laurel Lawn Mower Services, Inc., via the cooperative purchasing agreement with the Educational Services Commission of NJ, bid # ESCNJ 18/19-25, for a total amount of $24,498.07. C.A.F. No. 22-05479 has been obtained to certify funds.

D-2 RESOLUTION AUTHORIZING A PURCHASE FROM TURF EQUIPMENT & SUPPLY COMPANY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR $33,124.57.

This Resolution authorizes the purchase of one (1) 18 HP Toro SandPro utility tractor for use by the County Department of Parks & Recreation from Turf Equipment & Supply Company through the Sourcewell National Pricing System, Number 031121-TTC for $33,124.57. C.A.F.: No. 22-05478 has been obtained to certify funds.

D-3 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $17,400.00, FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $362,043.00 THROUGH DECEMBER 31, 2022.

This Resolution authorizes an amendment to a contract with Maryville, Inc. The County awarded a contract on February 17, 2021, per RFP-21-014, to Maryville, Inc. for various programs for a term of three years, from January 1, 2021 to December 31, 2023, with the option to extend for two (2) one (1) year terms. Contract was previously amended on January 19, 2022 and May 25, 2022 based on funding availability. Due to a change in demand for additional clients and funding availability, it is necessary to increase the dollar amount for Sober Living/Oxford House by $17,400.00 through December 31, 2022. The County is increasing the contract due to the availability of additional funding from redirection of funding from the voided contract with SODAT of NJ, Inc.

D-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES FROM JULY 1, 2022 TO JUNE 30, 2027.

This Resolution authorizes a Shared Services and Vehicle Use Agreement with the South Jersey Transportation Authority to provide bus transportation services for County residents for the Pureland East/West Community Shuttle and the internal circulator within Pureland Industrial Park, and additional transportation services as may arise during the term of this agreement. The County will provide to the Authority four buses for the project, which will be housed on the Authority’s property. The term of the agreement is from July 1, 2022 to June 30, 2027, in an amount not to exceed $406,000.00 per year depending on funding availability. The County is funding the agreement by using American Rescue Plan Funds.
D-5 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WITH UNITED WAY OF GLOUCESTER COUNTY, INC. FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $148,500.00.

This Resolution authorizes a contract with United Way of Gloucester County, Inc. to provide administrative, technical support, marketing services, and transportation for the Pureland East West Community Shuttle Program, per RFP-22-048, from July 1, 2022 to June 30, 2023, for $148,500.00. United Way of Gloucester County, Inc. submitted the sole response with an advantageous proposal based on price and other factors. C.A.F. No. 22-05811 has been obtained to verify funds. The County is funding the agreement by using American Rescue Plan Funds.

D-6 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND ACCEPTANCE OF THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS (LINCS) GRANT PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $705,803.00.

This Resolution authorizes the County Department of Health to apply for a grant from the New Jersey Department of Health and to accept funds from LINCS Program which provides funding to upgrade regional public health preparedness planning, and response and recovery for all hazardous incidents (i.e. pandemic, hurricane, etc.). All County Health Department activities will focus on enhancing and strengthening the CDC’s public health preparedness capabilities and additional support for the COVID-19 response.

D-7 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND ACCEPTANCE OF THE FFY 2023 WIC HEALTH SERVICES GRANT FOR THE TERM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $877,286.00.

This Resolution authorizes a grant application with the New Jersey Department of Health and accepts FFY 2023 WIC Health Services Grant funding which will be used by the County Department of Health to improve the nutrition and health status of eligible pregnant, postpartum, and lactating women, infants, and children up to age five; encourage WIC participants to use available health and social services; and, to promote and support breastfeeding.

D-8 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE STATE STD PROGRAM GRANT FOR THE TERM OCTOBER 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT TO BE DETERMINED.

This Resolution authorizes an application with the New Jersey Department of Health for the State STD Program Grant for FFY2023 funding to be used by the County Department of Health to provide Disease Intervention Specialist (DIS) staff an opportunity to conduct STD testing and intervention activities, including the provision of education, testing and treatment to exposed partners. The Notice of Intent to Fund will be issued by the State 30 days before the award date of October 1, 2022.

E-1 RESOLUTION AUTHORIZING A PURCHASE FROM CRIME POINT, INC. FOR A TOTAL AMOUNT OF $22,935.64.

This Resolution authorizes a purchase from Crime Point, Inc. of proprietary covert video surveillance cameras and related equipment used by the County Prosecutor’s Office, for a total amount of $22,935.64. C.A.F. No. 22-05591 has been obtained to certify funds.

F-1 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH WASTE MANAGEMENT OF NEW JERSEY, INC. FROM JULY 21, 2022 TO JULY 20, 2023 IN AN AMOUNT NOT TO EXCEED $125,000.00.

This Resolution authorizes the County to exercise its option to extend the contract with Waste Management of New Jersey, Inc. for refuse removal as per PD-20-19, for a one-year period from July 21, 2022 to July 20, 2023, with a 5% increase, resulting in an amount not to exceed $125,000.00.
DEPARTMENT OF GOVERNMENT SERVICES

Old Business

New Business

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

Adjournment
June 15, 2022

Minutes

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

Approval of the June 1, 2022 regular meeting minutes.

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Comments: N/A

PROCLAMATIONS

Public Hearing

53902 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.
### OPEN

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Comments: N/A

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

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Comments: N/A

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Comments: N/A
RESOLUTIONS

DEPARTMENT OF ADMINISTRATION
DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS

53903  RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JUNE, 2022.

53904  RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

53905  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.

53906  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

53907  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.

53908  RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

53909  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.

53910  RESOLUTION AUTHORIZING SETTLEMENT REGARDING ACQUISITION OF A PORTION OF BLOCK 242, LOT 7.02 IN THE TOWNSHIP OF MANTUA.

53911  RESOLUTION AUTHORIZING SETTLEMENT REGARDING ACQUISITION OF BLOCK 12502, LOTS 1 AND 3 IN THE TOWNSHIP OF MONROE.

53912  RESOLUTION APPOINTING A MEMBER TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT.

Motion to approve 53903 through 53912 as read.

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Comments: N/A

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

53913  RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH SOUTH STATE, INC.

53914  RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM JUNE 15, 2022 TO COMPLETION OF THE PROJECT FOR $1,435,341.80.

53915  RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM JUNE 15, 2022 TO COMPLETION OF THE PROJECT FOR $3,585,396.75.
53916 RESOLUTION AUTHORIZING A CONTRACT WITH BENEVALE, INC. DBA NEIGHBORLY SOFTWARE FROM JUNE 15, 2022 TO JUNE 14, 2023 IN AN AMOUNT NOT TO EXCEED $31,000.00

Motion to approve Resolutions 53913 through 53916 as read.

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Comments: N/A

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

53917 RESOLUTION AUTHORIZING PURCHASES FROM CORE BTS, INC. FROM JUNE 15, 2022 TO JUNE 14, 2024 VIA STATE CONTRACT FOR $128,700.00.

53918 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.

53919 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SYMTECH FIRE, LLC FOR $184,695.00.

Motion to approve Resolutions 53917 through 53919 as read.

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Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES
COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53920 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 JUNE 1, 2022 TO JUNE 30, 2023

53921 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

Motion to approve Resolutions 53920 through 53921 as read.

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Comments: N/A
DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53922 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.

53923 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.

53924 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.

Motion to approve Resolutions 53922 through 53924 as read.

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Comments: N/A

DEPARTMENT OF EDUCATION, LAND & PROPERTY
COMMISSIONER BARNES
COMMISSIONER JEFFERSON

DEPARTMENT OF GOVERNMENT SERVICES
COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business: N/A

New Business: N/A

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

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Comments:

Cindy Galletin, Woodbury – criticized the previous Freeholder Director and made comments regarding the Paulsboro dredging site.

Derek Stallwood, Deptford – questioned the board on obtaining funding from the County to the schools for additional school security. Discussion ensued and it was explained by Commissioner Barnes that there was no statutory mechanism currently in place that would allow the County to fund additional security at the schools and that the State would have to provide the funding. Commissioner DiCarlo advised that the County’s Emergency Management team is in contact with the Superintendents throughout the County to ensure they have what they need to provide additional security measures throughout the schools in addition Commissioner DiCarlo addressed the budgeting process for the school boards.
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Comments: N/A

## Adjournment

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Comments: N/A

Time: 6:27 P.M.
Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition of

Luke Dinkels

Achieving Rank of Eagle Scout

WHEREAS, the Board of Gloucester County Commissioners would like to take this time to honor and recognize Luke Dinkels on his achievements as a member of the Boy Scouts of America, Troop 7044; and

WHEREAS, Luke began his Scouting career as a Cub Scout in the first grade and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, attaining the Cub Scout’s highest rank of Arrow of Light. He crossed over into Boy Scouts Troop 7026 which merged into Boy Scouts Troop 7044 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and distinguished himself by earning the “Rank of Eagle Scout”, the highest award offered by the Boy Scouts of America on January 26, 2022, and

WHEREAS, Luke earned 25 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Patrol Leader, Assistant Patrol Leader and Sr. Patrol Leader; and

WHEREAS, Luke has performed over 320 hours of community service, camped over 32 nights and hiked 22 miles with his Troop. Luke’s special achievements include Arrow of Light and Order of the Arrow; and

WHEREAS, Luke exhibited his commitment to public service by selecting as his Eagle Scout project the construction of an outdoor preschool classroom for the Richwood Preschool located in Ewan N.J. As a leader, Luke coordinated with his former preschool and led a group of 22 fellow Scouts through all phases of this project. They cleared a 25x25 foot wooded area for the classroom, built and assembled benches, weeded and machined overgrown plant beds and repaired a broken fence to create a safe and beautiful outdoor area for the students to enjoy. This project took over 100 man hours to complete with the help of his troop, family, and friends.

NOW, THEREFORE, BE IT PROCLAIMED, that J. Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Deanie DiCarlo, James B. Jefferson, and Christopher Konswel, Jr., do hereby honor and recognize Luke Dinkels for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 7044.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of June, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Deanie DiCarlo
Commissioner

Christopher Konswel, Jr.
Commissioner

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the

Gloucester County
Board of Chosen Freeholders

Proclamation

In Recognition of
Brandon Armstrong
2021 Paulsboro High School Brotherhood Award
May 13, 2022

WHEREAS, in 1957, the Paulsboro Mayor’s Civil Rights Commission established the Paulsboro High School Brotherhood Award as a means to promote good Human Relations. This Award annually recognizes a Paulsboro High School student who has distinguished his/her self in regard for people of all religious faiths, racial background and national origin with regard for the welfare of fellow students and participation in student affairs with special emphasis on the just treatment of others and willingness to go out of his/her way to be of service to others;

WHEREAS, annually Paulsboro High School selects for this Award, a person who meets the criteria for and best exemplifies the spirit of the Award and has chosen Brandon Armstrong as the recipient of the 2022 Brotherhood Award;

WHEREAS, Brandon has demonstrated his possession of these attributes in many ways. Brandon is involved with the Student Council along with basketball, football and wrestling. He has won “First Team All-Conference” for wrestling and football;

WHEREAS, Brandon plans to attend Rowan College of South Jersey and major in Sports Medicine. He would someday like to have a career in Sports; and

WHEREAS, Brandon’s family includes his mother Jessica, his sisters, Summer-Lynn and Gianna, his brothers, Daniel, Chase and Ashton, and

WHEREAS, Brandon would like to thank his family, friends and coaches for their endless support and for pushing him to be the best version of himself. He would also like to give thanks to God for his guidance. Brandon’s advice to the underclassmen, “Be respectful and nice to everyone. You will never know the impact you can have on someone.”

NOW THEREFORE, IT IS PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners, Heather Simmons, Lyman Barnes, Nicholas DiSilvio, Denice DiCarlo, James B. Jefferson and Christopher KonaweI, do hereby recognize Brandon Armstrong as the recipient of the 2022 Paulsboro High School Brotherhood Award.

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

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Nicholas DiSilvio
Commissioner

James B. Jefferson
Commissioner

Denise DiCarlo
Commissioner

Lyman Barnes
Commissioner

Christopher KonaweI, Jr.
Commissioner

Attest
Laurie J. Burns, Clerk
RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH TENEX SOFTWARE SOLUTIONS, INC. FOR $24,200.00

WHEREAS, the County of Gloucester had a need to purchase of pre-election/election day onsite support from Tenex Software Solutions, Inc., of 5021 W. Laurel Street, Tampa, Florida 33607, for $24,200.00; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of $24,200.00, pursuant to C.A.F. No. 22-05602, which shall be charged against budget line item 2-01-20-121-001-20225; and

WHEREAS, these contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts are for services required to prepare and conduct an election in accordance with N.J.S.A. 40A:11-5(l) and because the Contractor has certified that it has not made a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Tenex Software Solutions, Inc. for the purchase of pre-election/election day onsite support, for $24,200.00.

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

ATTEST: 

COUNTY OF GLOUCESTER

[Seal]

Laurie J. Burns, Clerk of the Board

Frank J. DiMarco, Director
CONTRACT BETWEEN
TENEX SOFTWARE SOLUTIONS, INC.
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 6th 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 TENEX SOFTWARE SOLUTIONS, INC. of 3021 W. Laurel Street, Tampa, FL 33607, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester had a need to purchase of pre-election/election day onsite support; and

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

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

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be for services rendered from May 3, 2022 to June 8, 2022.

2. COMPENSATION. Contractor shall be compensated in the total contract amount of $24,200.00.

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

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

3. **DUTIES OF CONTRACTOR.** Contractor shall be compensated in a total contract amount of $24,200.00, as per Contractor's Estimate 1109, dated June 3, 2022, attached hereto as Attachment A and made a part of this contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of
County, incorporated into this Contract by reference and Contractor’s Estimate 1109, dated June
3, 2022, attached hereto as Attachment A. If there is a conflict between this Contract and the
specification or the Contractor’s Contract, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the 6th day of **July, 2022.**
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST: 

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO,
DIRECTOR

ATTEST: 

TENEX SOFTWARE SOLUTIONS, INC.

By: 
Title:
**Estimate 1109**

**DATE**
05/31/2022
06/02-03/2022
06/06-08/2022

**ADDRESS**
NJ Gloucester County

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**TOTAL**

$24,200.00

THANK YOU.

Accepted By

Accepted Date
## County of Gloucester Purchasing Department

**PO Box 337, Woodbury, NJ 08096**  
*(856) 853-3420 • Fax (856) 251-6777*

### PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

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### VENDOR

**VENDOR ID:** TENEX SOFTWARE SOLUTIONS, INC.  
**VENDOR #: TENEX010**  
**5021 W LAUREL STREET**  
**TAMPA, FL 33607**

### SALES TAX ID # 21-6000660

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**TOTAL:** 24,200.00

### VOUCHER COPY

**SIGN AT X AND RETURN FOR PAYMENT**

---

**CLAIMANT'S CERTIFICATE & DECLARATION**

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.

**RECEIVER'S CERTIFICATION**

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

<table>
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<th>VENDOR SIGN HERE</th>
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<table>
<thead>
<tr>
<th>TAX ID NO. OR SOCIAL SECURITY NO.</th>
<th>DATE</th>
</tr>
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</table>

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

**DEPARTMENT HEAD | DATE**

**QUALIFIED PURCHASING AGENT**

---

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

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

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

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

(1) The sum of $100,000.00, which item is now available as a revenue from the State of New Jersey, Department of Children and Families, Child Advocacy Development Grant, to be appropriated under the caption of the State of New Jersey, Department of Children and Families, Child Advocacy Development Grant - Other Expenses.

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

(3) The sum of $93,481.00, which item is now available as a revenue from the State of New Jersey, Department of Human Services, Comprehensive Alcoholism and Drug Abuse Services, to be appropriated under the caption of the State of New Jersey, Department of Human Services, Comprehensive Alcoholism and Drug Abuse Services - Other Expenses.

(4) The sum of $102,500.00, which item is now available as a revenue from the State of New Jersey, Department of Health, Access to Reproductive Care and HIV Services (ARCH), to be appropriated under the caption of the State of New Jersey, Department of Health, Access to Reproductive Care and HIV Services (ARCH) - Other Expenses.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES TO THE COUNTY OF GLOUCESTER FROM JULY 6, 2022 TO JULY 5, 2024

WHEREAS, the County of Gloucester has advertised for the receipt of public bids for providing temporary employment services to the County of Gloucester, pursuant to PD-22-024; and

WHEREAS, after following proper bidding procedure, it was determined that Anytime Staffing, LLC, of 2403 39th Street, Pennsauken, New Jersey 08110 was one of lowest responsive and responsible bidders to provide said services for items 1, 3, 7, 8, and 10, in an amount not to exceed $350,000.00 per year; and

WHEREAS, after following proper bidding procedure, it was determined that 22nd Century Technologies, Inc., of 500 College Road East, Princeton, New Jersey 08540 was one of the lowest responsive and responsible bidders to provide said services for items 1, 2, 3, 5, 7, 8, 10, and 13, in an amount not to exceed $350,000.00 per year; and

WHEREAS, each contract shall be for estimated units of service, on an as-needed basis, from July 6, 2022 to July 5, 2024. The contracts are therefore open-ended, which does not obligate the County of Gloucester to make any purchases; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2023 and 2024 is conditioned upon the approval of the 2023 and 2024 Gloucester County budget.

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 contracts for providing temporary employment services to the County of Gloucester, pursuant to PD-22-024 in accordance with and pursuant to the bids submitted and the specifications promulgated by the County, with Anytime Staffing, LLC and 22nd Century Technologies, Inc., in an amount not to exceed $350,000.00 per year, per Contractor, from July 6, 2022 to July 5, 2024; and

BE IT FURTHER RESOLVED, that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 6, 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
ANYTIME STAFFING, LLC

THIS CONTRACT is made effective the 6TH 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 ANYTIME STAFFING, LLC, with a mailing
address of 2403 39TH Street, Pennsauken, New Jersey 08110, hereinafter referred to as
“Contractor”.

REQUITALS

WHEREAS, there exists a need for the County of Gloucester to contract for temporary
employment services to the County of Gloucester, as set forth in PD-22-024; 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, the 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. This Contract shall be effective for a period of two (2) years, from July 6, 2022
to July 5, 2024.

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed
$350,000.00 per year, as per PD-22-024.

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. Continuation of the contract beyond the
first three (3) months of 2023 and 2024 is conditioned upon the approval of the 2023 and 2024
Gloucester County Budget.

The County shall place an order with Contractor as needed via a purchase order.
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 products shipped.
Failure to provide sufficient specificity shall be cause for rejection of the invoice until the
necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by 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 specifications identified as PD-22-024, on items 1, 3, 7, 8, and 10, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

   A. Pursuant to the termination provisions set forth in the Bid Specifications, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.
11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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 Contractor
is an independent Contractor and is not an agent of the County.

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

21. **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.

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 and the specifications identified as PD-22-024 and the bidder’s bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

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

**ATTEST:**

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

**COUNTY OF GLOUCESTER**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**ANYTIME STAFFING, LLC**

**BY:**

**TITLE:**

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6
CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
22ND CENTURY TECHNOLOGIES, INC.

THIS CONTRACT is made effective the 6TH 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 22ND CENTURY TECHNOLOGIES, INC.,  
with a mailing address of 500 College Road East, Princeton, New Jersey 08540, hereinafter  
referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for temporary  
employment services to the County of Gloucester, as set forth in PD-22-024; 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, the 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. This Contract shall be effective for a period of two (2) years, from July 6, 2022  
to July 5, 2024.

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed  
$350,000.00 per year, as per PD-22-024.

   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. Continuation of the contract beyond the  
first three (3) months of 2023 and 2024 is conditioned upon the approval of the 2023 and 2024  
Gloucester County Budget.

   The County shall place an order with Contractor as needed via a purchase order.  
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 products shipped.  
Failure to provide sufficient specificity shall be cause for rejection of the invoice until the
necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by 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 specifications identified as PD-22-024, on Items 1, 2, 3, 5, 7, 8, 10, and 13, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.
11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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 Contractor
is an independent Contractor and is not an agent of the County.

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

21. **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.

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 and the specifications identified as PD-22-024 and the bidder’s bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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Laurie J. Burns, Clerk of the Board

Frank J. DImarco, Director

**ATTEST:**

22nd Century Technologies, Inc.

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**BY:**

**TITLE:**
RESOLUTION AUTHORIZING CONTRACTS FOR ON-THE-JOB TRAINING WITH NON-PROFIT AND FOR-PROFIT ORGANIZATIONS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2022 TO JUNE 30, 2024

WHEREAS, the County of Gloucester, a designated workforce area pursuant to the Workforce Innovation and Opportunity Act, recognizes the need to provide qualified individuals with on-the-job training (OJT) as defined at WIOA sec. 3(44) to enhance occupational proficiency and employability; and

WHEREAS, the County has designated the Department of Economic Development, Division of Workforce Development to determine, through assessment, those individuals who are in need and qualify for on-the-job training using available funds under the Adult and Dislocated Workers, Youth Services, and WorkFirst NJ Programs; and

WHEREAS, the employer, be it public, non-profit, or for-profit organization, agrees to employ and develop a training plan for the OJT participant and enter into a contract with the County which shall set out terms and conditions for wage reimbursement and/or performance; and

WHEREAS, these contracts may be awarded to employers 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(1)(a)(ii), in that the subject matter of the contract is for the provision of services which are unspecified and extraordinary and in compliance with the requirement set forth above.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester that the Director or his designee is authorized to execute and the Clerk of the Board to attest to any and all contracts and documents necessary to effectuate the individual OJT programs with State approved employers, with a maximum award of $10,000.00 per participant unless there is prior approval for the extraordinary cost of providing the on-the-job training subject to available funding; and

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

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

ATTEST: 

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
ON-THE-JOB TRAINING CONTRACT
BETWEEN
AN EMPLOYER
AND
THE COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 1st day of July 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as “County”, and, __________________________, as an On-the- Job Training provider, located at __________________________, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester, to contract for On-the-Job Training (OJT) services with public, non-profit, and for-profit employers, which services shall be paid via the Workforce Innovation Opportunity Act (WIOA) and Work First New Jersey (WFNJ) “training” funds; and

WHEREAS, The Contractor, as the Operating Agency, represents that it is qualified to perform said services as an eligible employer and desires to so perform under the terms and provisions of this contract; and

WHEREAS, per WIOA section 3(44), the term “on-the-job training” means training by an employer that is provided to a paid participant while engaging in productive work. This training will:

Provide knowledge or skills essential to the full and adequate performance of the job;

Qualify for reimbursement to the employer of up to $10,000 per year or 50% of the wage rate of the participant at least $15.00 per hour, (an increase will be determined on a case-by-case basis) for the extraordinary costs of providing the training and additional supervision related to the training; and

Limit the OJT contract time for a participant to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic, and occupational/skill level of the participant, the prior work experience of the participant, and the individual employment plan, as appropriate

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 for the period from **July 1, 2022, to June 30, 2024.**

2. **COMPENSATION.** The contract shall be for estimated units of service, calculated in accordance with and as outlined in **Attachment A – (On-the-Job Training (OJT) Plan Agreement packet)**, which is annexed hereto and made a part of this Contract.

   The County shall reimburse the Contractor monthly in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to the participant. The amount of award is not to exceed $10,000 per participant, (unless determined by the WDB Executive Director and approved by the WDB) as outlined in the Gloucester County WDB OJT policy.

   The County will issue reimbursements upon receipt of all required signed documents including but not limited to weekly timesheets/payroll registers and progress reports of the OJT participant by the 10th of the preceding month. If this Agreement terminates or expires, the Employer must submit all necessary documents required for reimbursements within (15) days of completion of training. Failure to submit within this timeframe may result in non-payment. Gloucester County is not responsible for any reimbursements if the required documentation is not received within such a timeframe.

   • The Contractor agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
   • The Contractor agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the County (or its designee), the State, and/or the Federal government, at any time and without prior notice to the employer.
   • The Contractor understands that there shall be no reimbursement for the OJT Trainee’s sick leave or holiday pay or any leave. Reimbursement shall occur only for those hours of the OJT Trainee is present on the job for training.
   • The Contractor agrees to uphold appropriate standards for health and safety in work and training situations shall be maintained.
   • The Contractor shall provide adequate insurance coverage to protect against legal liability arising out of an OJT activity.
   • The Contractor shall preserve all OJT Employee payroll records, fringe benefits, and personnel records.
   • The Contractor shall submit a “Participant Progress Report” (Attachment B) the WDB Accountant by the tenth working day of each calendar month.
   • The Contractor understands that fraudulent claims or actions under WIOA are subject to criminal penalties and the County may invoke all sanctions available to it in the event of such fraud. An example of fraud would be submitting an invoice requesting reimbursement of wages that have not been paid.

   The contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher in accordance with procedures set forth in
Attachment A. After approval by County, the payment voucher shall be placed in line for prompt payment. It is agreed and understood that the acceptance of the final payment by the 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 Contractor shall provide OJT and agrees to employ the participant and develop a training plan for the OJT participant that includes competencies needed to be satisfactorily skilled in the OJT position services, together with any other specifications issued by the County in connection with this Contract. Expenditures and/or reimbursement as to said services shall be conditioned upon the County’s total WIOA allocation, or such budget revisions in relation to said allocation.

- The Contractor shall provide worker’s compensation coverage for the OJT along with the policy number documented on the Attachment A Agreement.
- If the OJT is provided to the Contractor’s current employees, the employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills and that the OJT position will provide the OJT participant with additional wages, hours or benefits.
- The Contractor certifies that the company is financially solvent on the date of this contract, and the Employers’ best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT participants retention.
- The Contractor certifies that wage and labor standards will be adhered to and pay the OJT participant at the same rates, including increases, and benefits as participants or employees who are situated in similar jobs. Such rates shall be following applicable law but in an event less than the higher rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law.-WIOA section 181 (a)(1)(A).
- The Contractor ensures that conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws, or health and safety laws).
- The Contractor ensures that the OJT trainee shall not displace currently employed workers. This includes partial displacement such as a reduction in the hours of non-overtime, work, wages, or employment benefits.
- The Contractor certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as the design and conduct of the OJT, or it has no collective bargaining agreement with labor that covers the OJT position – 20 CFR 683.270.
- The Contractor certifies that no OJT trainee shall infringe upon the opportunity for promotion of a currently employed individual nor will the OJT Trainee shall be placed in jobs substantially equivalent to positions in which employees have been laid off.
- The Contractor assures that they have not been debarred or suspended regarding federal funding – 29 CFR part 97.35.
- The Contractor shall comply with the provisions of the Hatch Act, under which the use of
the OJT program funds to promote political activities is prohibited.

- The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.

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

The Contractor, 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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 Contractor, 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 or sex.

The Contractor, if 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 vendor’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,
Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which licenses 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.

The contractor shall notify County immediately in the event of a 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 the license or certification held by Contractor or its agents.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
G. This contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in frustration of contract purpose. Such actions include, but are not limited to, the withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

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

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

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

10. **INSURANCE.** The Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by the 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 the Contractor is a member of a profession that is subject to suit for professional malpractice, then the 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. The 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. The Contractor also hereby
agrees to continue said policy in force and effect for the period of the applicable statute of
limitations following the termination of this Contract and shall provide the County with copies of
certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that
Contractor is required to perform in accordance with the terms of this Contract, and if an 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.

12. **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.

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

14. **NONWAIVER.** 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.

15. **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.

16. **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 the change in this Contract shall be determined by
mutual agreement before executing the change involved.

17. **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.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed
pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United
States of America. Applicant/Contractor shall comply with the following Federal
Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h))
19. **STEVENS AMENDMENT.** When issuing press releases, statements, and other documents describing projects or programs funded in whole or in part with Federal money (i.e. WIOA), all awardees receiving Federal funds shall state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

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

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

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

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules, and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping, and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and specifications; the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is made effective on the 1st day of July 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 the Contractor 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
ATTACHMENT A
ON-THE-JOB TRAINING (OJT) TRAINING PLAN AND APPLICATION

ON-THE-JOB TRAINING (OJT) AGREEMENT PACKET

I. The Gloucester County Board of Commissioners, in conjunction with the Gloucester County Workforce Development Board and the Employer ____________________________
Enter into this OJT Agreement to provide on-the-job training in accordance with the OJT Contract, the following narrative, and the OJT Service Plan attached hereto.

II. The term of this OJT Agreement is from ___________ through ___________

III. The Employer agrees to:
   a. Provide training in accordance with this agreement, attached contract, and the OJT Service Plan;
   b. Provide the OJT Trainee with reasonable and proper supervision and instruction regarding the OJT Trainees’ duties and work activities;
   c. Ensure Labor Union approval on training components, if indicated per Labor agreement;
   d. Maintain ongoing communication and feedback with the OJT trainee on the progress of learning the job;
   e. Identify areas of weakness of the OJT Trainee that would be a barrier to becoming proficient in any skill;
   f. Maintain appropriate standards for health and safety in work situations;
   g. Maintain ongoing communication with the OJT representative and Gloucester County WDB;
   h. Provide access to the Gloucester County WDB or their designees, to visit, monitor, or observe the OJT employment site and interview the OJT trainee and supervisor(s) during the training period;
   i. Provide the “Participant Progress Report” (attachment B) to the OJT staff by the tenth working day of each calendar month;
   j. Submit invoice(s) for the OJT trainee, including OJT Trainee payroll records and clarification of hours by the tenth working day of each calendar month to the Gloucester County WDB Accountant—Ashley Rastelli arastelli@co.gloucester.nj.us or Eileen Gallo, Program Development Specialist: egallo@co.gloucester.nj.us;
   k. Upon successful completion of training, retain the employee in employment (for at least 90 days), per the Employer’s policies and practices.

IV. The OJT Trainee Agrees to:
   a. Save paycheck stubs; maintain monthly contact with the OJT Representative;
   b. Follow the OJT Service Plan and the skills to be learned;
   c. Participate in both the midpoint and completion review of the OJT;
   d. Be on time and ready to learn and work, maintain a positive attitude, and dress appropriately for the job;
   e. Adhere to the standards for health and safety in work and training situations; and
   f. Adhere to the employee handbook.
V. The Gloucester County Board of Commissioners in conjunction with the Gloucester County WDB agrees to:
   a. An "Employer/Contractor" Vendor account will be created, including PO and payment vouchers, to process the invoices.
   
   b. Process employer reimbursement invoices on straight-time worked (vacations, holidays, sick leave, personal leave, union dues, jury duty, commissions, bonuses and overtime compensation for work above maximum hours per week authorized by law will not be reimbursed) within thirty (30) days of receipt of an accurate invoice from the Employer in an amount not to exceed 50% of the hourly wage paid to each OJT trainee (with a six-month cap of $10,000) provided that:
      i. The completion of training occurred following the respective OJT Service Plan and this OJT Agreement and Contract;
      ii. On-the-job-Training invoices and payroll records or time cards are complete and correct upon submission to the Gloucester County WDB Accountant—Ashley Rastelli arastelli@co.gloucester.nj.us or Eileen Gallo, Program Development Specialist: ogallo@co.gloucester.nj.us.

Contractor/Employer (Signature)  OJT Representative (Signature)

Contractor/Employer (Print Name)  OJT Representative (Print Name)

OJT Trainee (Signature)  WDB/County Representative (Signature)

OJT Trainee (Print Name)  WDB/County Representative (Print Name)
<table>
<thead>
<tr>
<th>Employer Application</th>
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<tbody>
<tr>
<td>(OJT Representative may have to complete the contact information for the OJT Employer)</td>
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**Position Profile:**

<table>
<thead>
<tr>
<th>Employer Name:</th>
<th>Contact Person:</th>
<th>Telephone #</th>
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<tr>
<th>Employer Address:</th>
<th>Email:</th>
<th>Fax #</th>
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<tr>
<th>Billing Address (if different than physical address)</th>
<th>F.E.I.N. #</th>
<th>DUNS #</th>
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<tr>
<th>Training Site Address if different than physical address</th>
<th>Name and title of the person responsible for the supervision of the Trainee:</th>
<th>Email:</th>
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<tr>
<th>W-9 Provided?</th>
<th></th>
<th>Telephone #</th>
<th>Fax#</th>
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<tr>
<td>Yes</td>
<td>No</td>
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<tr>
<td>A copy of the W-9 is required to validate the agreement</td>
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<tr>
<th>Workers' Compensation Policy #</th>
<th>Workers' Compensation Carrier</th>
<th>Effective Dates of Policy</th>
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<tr>
<th>Job Occupation</th>
<th>Job description attached? (see Onet)</th>
<th>Soc Code:</th>
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<tr>
<td></td>
<td>Yes</td>
<td>No</td>
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<tr>
<th>The number of Job Openings:</th>
<th>Preferred education/skills</th>
<th>Preferred Qualifications</th>
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<tr>
<th>Does the Position Require a background check before placement?</th>
<th>Will the participants be involved in outdoor activities?</th>
<th>What type of special equipment, tools, and/or machinery, if any, will the participant(s) be using?</th>
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<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>If yes, do you have an alternative plan for inclement weather?</td>
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<table>
<thead>
<tr>
<th>Job Title(s):</th>
<th>Hourly Wage</th>
<th>Total Hours per week Working/Training</th>
<th>Reimbursement Rate</th>
<th>Total Reimbursement Planned</th>
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Workday Schedule (Specify Hours per day for each OJT participant)

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<tr>
<th></th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
<th>Sunday</th>
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<tr>
<td>Start:</td>
<td>_____</td>
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<td>End:</td>
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<td>Hours:</td>
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Total Hours Per Week: ____________
ON-THE-JOB TRAINING (OJT) TRAINING PLAN - Trainee

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<thead>
<tr>
<th>OJT Trainee Name</th>
<th>OJT Trainee AOSOS #</th>
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<thead>
<tr>
<th>OJT Job Title:</th>
<th>Specific Vocational Preparation Title (See Onet)</th>
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<tr>
<th>Hourly pay rate:</th>
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<tr>
<th>Start Date</th>
<th>Midpoint Date</th>
<th>Completion Date</th>
<th>How often will OJT trainee be paid</th>
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The OJT Trainee will be trained in the following skills/tasks:

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<tr>
<th>Skills</th>
<th>Hours required</th>
<th>Starting Capability</th>
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1. Not skilled
   Some skill
   Skilled

2. Not skilled
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   Skilled

3. Not skilled
   Some skill
   Skilled

4. Not skilled
   Some skill
   Skilled

5. Not skilled
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   Skilled

6. Not skilled
   Some skill
   Skilled

7. Not skilled
   Some skill
   Skilled

8. Not skilled
   Some skill
   Skilled

9. Not skilled
   Some skill
   Skilled

10. Not skilled
    Some skill
    Skilled
Reporting Schedule Agreement/ Invoice

Invoice Due the tenth working day of each month — Submit via regular mail, fax, or email to:
Ashley Rastelli, WDB Accountant
1480 Tanyard Road
Sewell, NJ 08080
Email: arrastelli@co.gloucester.nj.us
Phone: 856-384-6931

Name of Employer: __________________________ Name of Trainee: __________________________

Start Date: __________________________ End Date: __________________________

Employer Reimbursement Calculation

Rate of pay $_________ X Reimbursement of 50% = Reimbursement Rate: $_________ per hour

☐ Copy of Payroll register/stubs
☐ Monthly Progress Report
## PROGRESS REPORT FORM

Please return/submit the completed form monthly with OJT Invoice and payroll register

<table>
<thead>
<tr>
<th>Participant Name</th>
<th>WIOA Local Area</th>
<th>Gloucester County</th>
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<tr>
<td>AOSOS #</td>
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<td>Program Year</td>
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### Employer/OJT Name

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<tr>
<th>Employer/OJT Site Address</th>
<th>Contact Title</th>
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<tr>
<th>Employer/OJT Site Contact Name</th>
<th>Contact Email</th>
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Please indicate the student's status for the following questions and provide additional comments as needed. Please refer to the training plan when making the evaluation.

1. Has the participant demonstrated progress towards established milestones or progress on the Worksite Agreement and Training Plan?
   - No Progress [ ]
   - Progress [ ]
   - Significant Progress [ ]

2. Rate the student for each of the categories listed below

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<tr>
<th>Category</th>
<th>Outstanding</th>
<th>Satisfactory</th>
<th>Needs Improvement</th>
<th>N/a</th>
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<td>Attendance</td>
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<td>Other:</td>
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</table>

Additional Comments:

________________________________________  __________________________
Employer/OJT Signature                        Date

Please return a scanned copy to: Ashley Rastelli, WDB Accountant arastelli@co.gloucester.nj.us
(Please include with OJT Invoice)
RESOLUTION AUTHORIZING THE AUTOMATIC RENEWAL OF AN URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR FISCAL YEARS 2023-2025

WHEREAS, twenty-three (23) municipalities located in Gloucester County (hereafter the “County”) have a 2010 Census population of less than 50,000 and opt to continue to be included with the County to form a combined population of more than 200,000 persons, thereby qualifying as an urban county, and be eligible for an entitlement of Community Development Block Grant (“CDBG”) and HOME Investment Partnership funds; and

WHEREAS, the participating municipalities are: Clayton, Deptford, East Greenwich, Elk, Franklin, Glassboro, Greenwich, Harrison, Logan, Mantua, Monroe, National Park, Newfield, Paulsboro, Pitman, South Harrison, Swedesboro, Wenonah, West Deptford, Westville, Woodbury, Woodbury Heights & Woolwich (hereinafter the “Municipalities”); and

WHEREAS, on July 6, 2016 the County and Municipalities authorized a three-year Urban County Qualification Cooperation Agreement, which was amended on October 19, 2016 for the fiscal years 2017-2019, and is automatically renewed for participation in successive three (3) year qualification periods; and

WHEREAS, on May 27, 2022, pursuant to current HUD Notice CPD-22-07, the County sent notices to each of the Municipalities concerning continued program participation and the automatic renewal provisions, and each has opted to maintain its relationship with the County for fiscal years 2023-2025, with all other terms and provisions of the existing agreement which has not been amended remaining in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the County hereby extends the Urban County Cooperation Agreement between the County of Gloucester and the Municipalities for the receipt of CDBG, HOME and any other authorized HUD funds for the three-year qualification period of 2023-2025; and

BE IT FURTHER RESOLVED, that the County will strictly adhere to HUD Notice CPD 22-07.

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

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
Notice: CPD-22-07
Issued: April 25, 2022
Expires: April 24, 2023
Supersedes: CPD Notice 21-06

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FY) 2023-2025

INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2023-2025. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2023-2025, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice. This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2023-2025);
- Attachment C, counties scheduled to qualify or requalify in FY 2023 for FY 2024-2026;
- Attachment D, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

1 The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.
Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2022.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2023-2025 qualification period will start in April 2022 and run through September 9, 2022. This will provide HUD sufficient time before the September 30th deadline for FY 2023 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. Language has been added to this Notice to emphasize the importance of completing all the steps of the urban county qualification/requlification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requlification process. Urban county worksheets will be accessible via Community Planning and Development’s (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

HUD revised the requirements in Section V.H, second paragraph, regarding Cooperation Agreements to more clearly delineate the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county’s qualification/requlification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or
Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2022 for FYs 2023-2025 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Section F was added to Section VIII., Special Considerations, to address the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G was added to Section VIII., Special Considerations, to address factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II., Qualification Schedule. Language has been added to various paragraphs in this Section to identify correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be “by letter.” If not required, the Notice shall indicate that the correspondence or notification may be made “by letter or email.”

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or gloria.l.coates@hud.gov. Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or abubakari.d.zuberi@hud.gov. Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.
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Attachment E – Counties Qualified through 2023 or 2024 That Contain Non-Participating Communities

Attachment F – Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G – Counties Previously Identified as Eligible But That Have Not Accepted Urban County Status
COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2023-2025

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development’s (HUD’s) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;

2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or

3. Meet specific requirements of Sec. 102(a)(5)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGS). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county’s program. See Section IX. for additional information on Determinations of Essential Powers.
B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2023, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR Part 91, submission of a jurisdiction’s Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2022, through September 30, 2023. An urban county’s failure to submit its Consolidated Plan by August 16, 2023, will automatically result in a loss of CDBG funds for the 2023 program year (24 CFR § 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute. The Consolidated Plan must meet all requirements of 24 CFR Part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a “consortium” to receive HOME funding, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b) as part of the consortium’s Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR § 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions. However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs
assessment, market analysis, strategic plan, and the Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) and (b).

D. Synchronization of Urban County and HOME Qualification Periods

The CDBG urban county’s and HOME consortium’s qualification periods are for three successive years. If a member urban county’s CDBG three-year cycle is not the same as the HOME consortium’s, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county’s counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2023-2025. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in paragraphs D. E. G. and I may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the
Field Office is not authorized to extend.

A. By May 20, 2022, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2022 for the 2023-2025 Qualification Period).

B. By May 20, 2022, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III, paragraph D, for an explanation of split places).

C. By May 20, 2022, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E, below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FY's 2023-2025. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.

D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf

A county that is already qualified as an urban county for FY 2023 (see Attachment E, Counties Qualified through 2023 or 2024 that Contain Nonparticipating Communities) may elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H, below).
E. By June 3, 2022, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 1, 2022, (see paragraph F, below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 1, 2022, deadline means that the unit of government is required to remain with the urban county for FY’s 2023-2025. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

F. By June 3, 2022, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 23 deadline (see Section VII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

G. By July 1, 2022, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2023-2025 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

H. By July 1, 2022, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 19, 2022, to comply with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 29, 2022. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement
Communities Division by email or telephone.

I. By July 15, 2022, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

J. By July 15, 2022, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zubari@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H, above), they must elect to defer or accept their status by August 19, 2022. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 9, 2022, to notify the Systems Development and Evaluation Division of their decisions.

K. By August 5, 2022, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.

L. By August 26, 2022, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV., paragraph E), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.

M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. All information on included units of government must be completed via GMP. Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are
posted on GMP.

N. By August 26, 2022, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2023 that is adding any new units of government, together with the names of the newly included units of government (see Attachment F). THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.

O. By September 9, 2022 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions — all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2023-2025 by September 23, 2022.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A) in sufficient time to meet the deadline for submission indicated in the schedule in Section II (Cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.
B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;

2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;

3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;

4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E; and

5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received
by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:

   a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or

   b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.

2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:

   a. to be excluded from all urban counties;

   b. to be entirely included in one urban county and excluded from all other such counties; or

   c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2023-2025 qualification period.
IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2023-2025 or that wishes to exercise its option to include units of government that are not currently in the urban county’s CDBG program must submit the following to the responsible HUD Field Office:

A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county alone with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B). This does not apply to an already qualified urban county adding communities.

B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III paragraph C).

C. Where applicable, a copy of the letter from:

1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;

2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;

3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or

4. Any city accepting metropolitan city status that will cease participation in the urban county’s CDBG program (See Section II., Qualification Schedule, paragraph G.).

D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III., paragraph E).

E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III., Qualification Actions to be Taken by County, paragraph C, and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B and C.
For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A, Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area; the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A, for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.

B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county’s CDBG program;

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)

E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2023-2025), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county’s qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD’s urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to participate. A copy of the county’s notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.

G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities
carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.

H. The agreement must expressly state that the county and the cooperating unit of general local government agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications. The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.
I. The agreement must expressly state "that the cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C).

K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B).

L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2022 for FYs 2023-2025 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits
its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county’s qualification period, even if it meets the criteria to be considered a “metropolitan city” during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, remain classified as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.
VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request and cooperation agreement, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 § CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations.
under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov. The TTY number is 603-666-3805. These are not toll-free numbers. Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the "exception rule" criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 § CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the "exception rule." HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V., Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR § 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 § CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which they are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.
A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2023-2025, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community’s eligibility as a metropolitan city prior to July 29, 2022 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county’s qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to “opt out” later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.
F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized as dissolved by Census, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide
to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county’s requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2022 for 2023-2025. The town of Orange has been participating in the county’s CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2022 so it can begin to contact the villages and secure their participation in the town’s CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county’s CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county’s correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town’s decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For
requalifying urban counties, the Field Office Counsel may rely on its previous
determination(s) unless there is evidence to the contrary. In assessing such evidence, Field
Office counsel may consider information provided by the county and its included units of
general local government as well as other relevant information obtained from independent
sources.

For these purposes, the term "essential community development and housing assistance
activities" means community renewal and lower-income housing assistance activities.
Activities that may be accepted as essential community development and housing assistance
activities might include but are not limited to (1) acquisition of property for disposition for
private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation or
financial assistance to housing; (3) low rent housing activities; (4) disposition of land to
private developers for appropriate redevelopment; and (5) condemnation of property for
low-income housing.

In making the required determinations, Field Office Counsel must consider both the
county's authority and, where applicable, the authority of its designated agency or agencies.
Field Office Counsel shall make such determinations as identified below and concur in
notifications to the county(ies) about these issues.

B. For new and requalifying counties, the notification by the Field Office required under
Section II., paragraph A, must include the following determinations:

1. Whether the county is authorized to undertake essential community development and
housing assistance activities in its unincorporated areas, if any, which are not units of
general local government.

2. Which of the county's units of general local government the county is authorized to
undertake essential community development and housing assistance activities without
the consent of the governing body of the locality. The population of these units of
local government will be counted towards qualification of the urban county unless
they specifically elect to be excluded from the county for purposes of the CDBG
program and so notify both the county and HUD by letter by July 15, 2022); and,

3. Which of the county's units of general local government the county is either (a) not
authorized to undertake essential community development and housing assistance
activities or (b) may do so only with the consent of the governing body of the locality.
The population of these units of local government will only be counted if they have
signed cooperation agreements with the county that meet the standards set forth in
Section V. of this Notice.
**ATTACHMENT A**

**ALL CURRENTLY QUALIFIED URBAN COUNTIES**

**NEW ENGLAND FIELD OFFICES**

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OREGON
OREGON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON
WASHINGTON

FRESNO COUNTY
KERN COUNTY
LOS ANGELES COUNTY
MARIN COUNTY
MONTEREY COUNTY
ORANGE COUNTY
RIVERSIDE COUNTY
SACRAMENTO COUNTY
SAN BERNARDINO COUNTY
SAN DIEGO COUNTY
SAN JOAQUIN COUNTY
SAN LUIS OBISPO COUNTY
SAN MATEO COUNTY
SANTA BARBARA COUNTY
SANTA CLARA COUNTY
SONOMA COUNTY
STANISLAUS COUNTY
VENTURA COUNTY
CLARK COUNTY
CLACKAMAS COUNTY
MARION COUNTY
MULTNOMAH COUNTY
WASHINGTON COUNTY
CLARK COUNTY
KING COUNTY
KITSAP COUNTY
PIERCE COUNTY
SNOHOMISH COUNTY
SPOKANE COUNTY
THURSTON COUNTY

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ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2022 FOR FYS 2023-2025

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY  GLOUCESTER COUNTY
NEW JERSEY  OCEAN COUNTY
NEW JERSEY  PASSAIC COUNTY
NEW JERSEY  SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND  HOWARD COUNTY
PENNSYLVANIA  CUMBERLAND COUNTY
PENNSYLVANIA  DAUPHIN COUNTY
VIRGINIA  HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA  MOBILE COUNTY
FLORIDA  LEE COUNTY
FLORIDA  MANATEE COUNTY
FLORIDA  MARION COUNTY
FLORIDA  SARASOTA COUNTY
SOUTH CAROLINA  HORRY COUNTY
SOUTH CAROLINA  RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA  ANOKA COUNTY
MINNESOTA  DAKOTA COUNTY
MINNESOTA  ST LOUIS COUNTY
OHIO  BUTLER COUNTY

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**COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYS 2024-2026**

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#### MID-ATLANTIC FIELD OFFICES

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PENNSYLVANIA  MONTGOMERY COUNTY
PENNSYLVANIA  WASHINGTON COUNTY
PENNSYLVANIA  WESTMORELAND COUNTY
PENNSYLVANIA  YORK COUNTY

VIRGINIA  ARLINGTON COUNTY
VIRGINIA  FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA  JEFFERSON COUNTY

FLORIDA  BROWARD COUNTY
FLORIDA  CLAY COUNTY
FLORIDA  ESCAMBIA COUNTY
FLORIDA  HILLSBOROUGH COUNTY
FLORIDA  LAKE COUNTY
FLORIDA  MIAMI-DADE COUNTY
FLORIDA  ORANGE COUNTY
FLORIDA  PALM BEACH COUNTY
FLORIDA  PINELLAS COUNTY
FLORIDA  POLK COUNTY
FLORIDA  VOLUSIA COUNTY

GEORGIA  CHEROKEE COUNTY
GEORGIA  COBB COUNTY
GEORGIA  DE KALB COUNTY
GEORGIA  FULTON COUNTY
GEORGIA  HENRY COUNTY

SOUTH CAROLINA  BERKELEY COUNTY
SOUTH CAROLINA  CHARLESTON COUNTY
SOUTH CAROLINA  GREENVILLE COUNTY
SOUTH CAROLINA  LEXINGTON COUNTY

TENNESSEE  KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS  COOK COUNTY
ILLINOIS  DU PAGE COUNTY
ILLINOIS  LAKE COUNTY
ILLINOIS  MADISON COUNTY
ILLINOIS  ST. CLAIR COUNTY
ILLINOIS  WILL COUNTY
MICHIGAN  GENESEE COUNTY
MICHIGAN  KENT COUNTY
MICHIGAN  MACOMB COUNTY
MICHIGAN  OAKLAND COUNTY
MICHIGAN  WASHTENAW COUNTY
MICHIGAN  WAYNE COUNTY

MINNESOTA  HENNEPIN COUNTY

OHIO  CLERMONT COUNTY
OHIO  CUYAHOGA COUNTY
OHIO  FRANKLIN COUNTY
OHIO  HAMILTON COUNTY
OHIO  LAKE COUNTY
OHIO  MONTGOMERY COUNTY
OHIO  STARK COUNTY
OHIO  SUMMIT COUNTY
OHIO  WARREN COUNTY

WISCONSIN  MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA  JEFFERSON PARISH
TENNESSEE  DALLAS COUNTY
TENNESSEE  HARRIS COUNTY
TENNESSEE  HIDALGO COUNTY
TENNESSEE  TARRANT COUNTY
TENNESSEE  TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI  ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO  EL PASO COUNTY
COLORADO  JEFFERSON COUNTY
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ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYS 2025-2027

NEW ENGLAND FIELD OFFICES

MAINE

CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY

ATLANTIC COUNTY

NEW YORK

DUTCHESS COUNTY

WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

PENNSYLVANIA

LEHIGH COUNTY

NORTHAMPTON COUNTY

PENNSYLVANIA

VIRGINIA

CHESTERFIELD COUNTY

VA

LOUDOUN COUNTY

PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

FLORIDA

BREVARD COUNTY

COLLIER COUNTY

JACKSONVILLE-DUVAL COUNTY

OSCEOLA COUNTY

PASCO COUNTY

SEMINOLE COUNTY

ST. JOHNS COUNTY

GEORGIA

CLAYTON COUNTY

GWINNETT COUNTY

NORTH CAROLINA

CUMBERLAND COUNTY

MECKLENBURG COUNTY

UNION COUNTY

WAKE COUNTY

SOUTH CAROLINA

SPARTANBURG COUNTY

TENNESSEE

SHELBY COUNTY
MIDWEST FIELD OFFICES

ILLINOIS
ILLINOIS
INDIANA
INDIANA
MINNESOTA
MINNESOTA

KANE COUNTY
MCHENRY COUNTY
HAMILTON COUNTY
LAKE COUNTY
RAMSEY COUNTY
WASHINGTON COUNTY

SOUTHWEST FIELD OFFICES

TEXAS
TEXAS
TEXAS
TEXAS
TEXAS

BEXAR COUNTY
BRAZORIA COUNTY
FORT BEND COUNTY
MONTGOMERY COUNTY
WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS
MISSOURI

JOHNSON COUNTY
JEFFERSON COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO

ADAMS COUNTY
ARAPAHOE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA
CALIFORNIA
CALIFORNIA
CALIFORNIA

PINAL COUNTY
MONTEREY COUNTY
SANTA BARBARA COUNTY
VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON
WASHINGTON

MULTNOMAH COUNTY
THURSTON COUNTY
ATTACHMENT E

COUNTIES QUALIFIED THROUGH 2023 OR 2024 THAT CONTAIN
NON-PARTICIPATING COMMUNITIES

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY NEW JERSEY
BURLINGTON COUNTY NEW JERSEY
CAMDEN COUNTY NEW JERSEY
MORRIS COUNTY NEW JERSEY
NASSAU COUNTY NEW YORK
ORANGE COUNTY NEW YORK
ROCKLAND COUNTY NEW YORK
SUFFOLK COUNTY NEW YORK
WESTCHESTER COUNTY NEW YORK

MID-ATLANTIC FIELD OFFICES

NEW CASTLE COUNTY DELAWARE
ANNE ARUNDEL COUNTY MARYLAND
MONTGOMERY COUNTY MARYLAND
PRINCE GEORGES COUNTY MARYLAND
ALLEGHENY COUNTY PENNSYLVANIA
BEAVER COUNTY PENNSYLVANIA
BERKS COUNTY PENNSYLVANIA
DAUPHIN COUNTY PENNSYLVANIA
LEHIGH COUNTY PENNSYLVANIA
LUZERNE COUNTY PENNSYLVANIA
MONTGOMERY COUNTY PENNSYLVANIA
WESTMORELAND COUNTY PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

JEFFERSON COUNTY ALABAMA
MOBILE COUNTY ALABAMA
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**MIDWEST FIELD OFFICES**

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**GREAT PLAINS FIELD OFFICES**

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**ROCKY MOUNTAIN FIELD OFFICES**

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**PACIFIC/HAWAII FIELD OFFICES**

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39
## ATTACHMENT F

LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

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ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT HAVE NOT ACCEPTED URBAN COUNTY STATUS

**NEW ENGLAND FIELD OFFICES**
- NEW HAMPSHIRE: HILLSBOROUGH COUNTY
- ROCKINGHAM COUNTY

**NEW YORK/NEW JERSEY OFFICES**
- NEW YORK: SARATOGA COUNTY

**MID- ATLANTIC FIELD OFFICES**
- DELAWARE: SUSSEX COUNTY

**SOUTHEAST/ CARIBBEAN FIELD OFFICES**
- GEORGIA: FORSYTH COUNTY

**MIDWEST FIELD OFFICES**
- MICHIGAN: OTTAWA COUNTY

**SOUTHWEST FIELD OFFICES**
- TEXAS: COLLIN COUNTY
- DENTON COUNTY

**GREAT PLAINS FIELD OFFICES**
- IOWA: POLK COUNTY

**PACIFIC/HAWAII FIELD OFFICES**
- ARIZONA: MOHAVE COUNTY*
- CALIFORNIA: TULARE COUNTY

*MoHAVE County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.
RESOLUTION AUTHORIZING RENEWAL OF A COOPERATION AGREEMENT
WITH THE TOWNSHIP OF WASHINGTON FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS
FOR FISCAL YEARS 2023-2025

WHEREAS, the Community Development Block Grant Program (hereafter “CDBG Program”) provides federal funds to qualified urban counties and to metropolitan cities whose 2010 Census population exceeds 50,000 persons; and

WHEREAS, the County of Gloucester (hereafter “County”) qualifies as an urban county and Washington Township (hereafter “Township”) as a metropolitan city and pursuant to United States Department of Housing and Urban Development (hereafter “HUD”) regulations, each metropolitan city and the urban county must submit an executed plan that the metropolitan city be included as part of the urban county; and

WHEREAS, the Township and the County have entered into cooperation agreements continually since 2004 in three-year qualification cycles, and the Township has opted to continue its metropolitan city status for fiscal years 2023-2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the County of Gloucester, the County hereby extends the Cooperation Agreement between the County and the Township of Washington for the receipt of CDBG entitlement for fiscal years 2023-2025, with automatic renewal provisions for successive three-year qualification periods and subject to HUD regulations; and

BE IT FURTHER RESOLVED, that the County will strictly adhere to HUD Notice CPD 22-07.

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

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
Special Attention of:  
All Regional Administrators  
All CPD Division Directors  
All CDBG Grantees

Notice: CPD-22-07  
Issued: April 25, 2022  
Expires: April 24, 2023  
Supersedes: CPD Notice 21-06

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2023-2025

INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2023-2025\textsuperscript{1}. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2023-2025, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice. This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2023-2025);
- Attachment C, counties scheduled to qualify or requalify in FY 2023 for FY 2024-2026;
- Attachment D, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

\textsuperscript{1} The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.
Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2022.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2023-2025 qualification period will start in April 2022 and run through September 9, 2022. This will provide HUD sufficient time before the September 30th deadline for FY 2023 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. Language has been added to this Notice to emphasize the importance of completing all the steps of the urban county qualification/requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortium qualification/requalification process. Urban county worksheets will be accessible via Community Planning and Development’s (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

HUD revised the requirements in Section V.H, second paragraph, regarding Cooperation Agreements to more clearly delineate the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county’s qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or
Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2022 for FYs 2023-2025 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county’s qualification/requalification that does not incorporate this language.

Section F was added to Section VIII, Special Considerations, to address the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G was added to Section VIII, Special Considerations, to address factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II, Qualification Schedule. Language has been added to various paragraphs in this Section to identify correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be “by letter.” If not required, the Notice shall indicate that the correspondence or notification may be made “by letter or email.”

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or gloria.l.coates@hud.gov. Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or abubakari.d.zuberi@hud.gov. Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.
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Attachment F – Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G – Counties Previously Identified as Eligible But That Have Not Accepted Urban County Status
COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2023-2025

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development’s (HUD’s) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;

2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must in the aggregate contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or

3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX. for additional information on Determinations of Essential Powers.
B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2023, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR Part 91, submission of a jurisdiction’s Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2022, through September 30, 2023. An urban county’s failure to submit its Consolidated Plan by August 16, 2023, will automatically result in a loss of CDBG funds for the 2023 program year (24 CFR § 570.304(e)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute. The Consolidated Plan must meet all requirements of 24 CFR Part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a “consortium” to receive HOME funding, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b) as part of the consortium’s Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR § 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions. However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs
assessment, market analysis, strategic plan, and the Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) and (b).

D. Synchronization of Urban County and HOME Qualification Periods

The CDBG urban county’s and HOME consortium’s qualification periods are for three successive years. If a member urban county’s CDBG three-year cycle is not the same as the HOME consortium’s, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county’s CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county’s counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2023-2025. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in parentheses D. E. G. and I may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the
Field Office is not authorized to extend.

A. By May 20, 2022, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD’s Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2022 for the 2023-2025 Qualification Period).

B. By May 20, 2022, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III, paragraph D, for an explanation of split places).

C. By May 20, 2022, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E, below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FY’s 2023-2025. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.

D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPEWA formula grantees, including Wake County, North Carolina, which is the HOPEWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPEWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPEWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPEWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf

A county that is already qualified as an urban county for FY 2023 (see Attachment E, Counties Qualified through 2023 or 2024 that Contain Nonparticipating Communities) may elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county’s qualification period (see paragraph H, below).
E. By June 3, 2022, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 1, 2022, (see paragraph F, below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 1, 2022, deadline means that the unit of government is required to remain with the urban county for FYs 2023-2025. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

F. By June 3, 2022, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 23 deadline (see Section VII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

G. By July 1, 2022, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2023-2025 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county’s ability to meet the deadline in paragraph J, below.

H. By July 1, 2022, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 19, 2022, to comply with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 29, 2022. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement
Communities Division by email or telephone.

I. By July 15, 2022, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

J. By July 15, 2022, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H, above), they must elect to defer or accept their status by August 19, 2022. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 9, 2022, to notify the Systems Development and Evaluation Division of their decisions.

K. By August 5, 2022, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.

L. By August 26, 2022, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV., paragraph E), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.

M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. All information on included units of government must be completed via GMP. Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are
posted on GMP.

N. By August 26, 2022, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2023 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.

O. By September 9, 2022 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions—all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2023-2025 by September 23, 2022.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A) in sufficient time to meet the deadline for submission indicated in the schedule in Section II (Cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties’ CDBG programs.
B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;

2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;

3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;

4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E; and

5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received
by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:

   a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or

   b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.

2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:

   a. to be excluded from all urban counties;

   b. to be entirely included in one urban county and excluded from all other such counties; or

   c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2023-2025 qualification period.
IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2023-2025 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county alone with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III, Qualification Actions to Be Taken by County, paragraph B). This does not apply to an already qualified urban county adding communities.

B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III paragraph C).

C. Where applicable, a copy of the letter from:

1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;

2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;

3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or

4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program (See Section II, Qualification Schedule, paragraph G.).

D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III, paragraph E).

E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III, Qualification Actions to be Taken by County, paragraph C, and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B and C.
For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A, Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A, for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.

B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)

E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2023-2025), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.

G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities
carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.

H. The agreement must expressly state that the county and the cooperating unit of general local government agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may refer to specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/RESTORING-AFFIRMATIVELY-FURTHERING-FAIR-HOUSING-DEFINITIONS-AND-CERTIFICATIONS. The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.
I. The agreement must expressly state "that the cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C).

K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B).

L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2022 for FY’s 2023-2025 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits
its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, remain classified as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.
VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request and cooperation agreement, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 § CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations
under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov. The TTY number is 603-666-3805. These are not toll-free numbers.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the "exception rule" criteria for activities that benefit low- and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the "exception rule." HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V.e. Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR § 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which they are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

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A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2023-2025, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community’s eligibility as a metropolitan city prior to July 29, 2022 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county’s qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to “opt out” later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.
F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized as dissolved by Census, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide
to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county’s requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2022 for 2023-2025. The town of Orange has been participating in the county’s CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2022 so it can begin to contact the villages and secure their participation in the town’s CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county’s CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county’s correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town’s decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For
requalifying urban counties, the Field Office Counsel may rely on its previous
determination(s) unless there is evidence to the contrary. In assessing such evidence, Field
Office counsel may consider information provided by the county and its included units of
general local government as well as other relevant information obtained from independent
sources.

For these purposes, the term “essential community development and housing assistance
activities” means community renewal and lower-income housing assistance activities.
Activities that may be accepted as essential community development and housing assistance
activities might include but are not limited to (1) acquisition of property for disposition for
private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of
or financial assistance to housing; (3) low-rent housing activities; (4) disposition of land to
private developers for appropriate redevelopment; and (5) condemnation of property for
low-income housing.

In making the required determinations, Field Office Counsel must consider both the
county’s authority and, where applicable, the authority of its designated agency or agencies.
Field Office Counsel shall make such determinations as identified below and concur in
notifications to the county(ies) about these issues.

B. For new and requalifying counties, the notification by the Field Office required under
Section II., paragraph A, must include the following determinations:

1. Whether the county is authorized to undertake essential community development and
housing assistance activities in its unincorporated areas, if any, which are not units of
general local government.

2. Which of the county’s units of general local government the county is authorized to
undertake essential community development and housing assistance activities without
the consent of the governing body of the locality. The population of these units of
local government will be counted towards qualification of the urban county unless
they specifically elect to be excluded from the county for purposes of the CDBG
program and so notify both the county and HUD by letter by July 15, 2022); and,

3. Which of the county’s units of general local government the county is either (a) not
authorized to undertake essential community development and housing assistance
activities or (b) may do so only with the consent of the governing body of the locality.
The population of these units of local government will only be counted if they have
signed cooperation agreements with the county that meet the standards set forth in
Section V. of this Notice.
ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE  CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY  ATLANTIC COUNTY
NEW JERSEY  BERGEN COUNTY
NEW JERSEY  BURLINGTON COUNTY
NEW JERSEY  CAMDEN COUNTY
NEW JERSEY  ESSEX COUNTY
NEW JERSEY  GLOUCESTER COUNTY
NEW JERSEY  HUDSON COUNTY
NEW JERSEY  MIDDLESEX COUNTY
NEW JERSEY  MONMOUTH COUNTY
NEW JERSEY  MORRIS COUNTY
NEW JERSEY  OCEAN COUNTY
NEW JERSEY  PASSAIC COUNTY
NEW JERSEY  SOMERSET COUNTY
NEW JERSEY  UNION COUNTY

NEW YORK  DUTCHESS COUNTY
NEW YORK  ERIE COUNTY
NEW YORK  MONROE COUNTY
NEW YORK  NASSAU COUNTY
NEW YORK  ONONDAGA COUNTY
NEW YORK  ORANGE COUNTY
NEW YORK  ROCKLAND COUNTY
NEW YORK  SUFFOLK COUNTY
NEW YORK  WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE  NEW CASTLE COUNTY
MARYLAND  ANNE ARUNDEL COUNTY
MARYLAND  BALTIMORE COUNTY
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**Midwest Field Offices**

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TULSA COUNTY
BEXAR COUNTY
BRAZORIA COUNTY
DALLAS COUNTY
FORT BEND COUNTY
HARRIS COUNTY
HIDALGO COUNTY
MONTGOMERY COUNTY
TARRANT COUNTY
TRAVIS COUNTY
WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS
MISSOURI
MISSOURI

JOHNSON COUNTY
JEFFERSON COUNTY
ST. LOUIS COUNTY
ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO
COLORADO
COLORADO
COLORADO
COLORADO
UTAH
UTAH
UTAH

ADAMS COUNTY
ARAPAHOE COUNTY
EL PASO COUNTY
JEFFERSON COUNTY
WELD COUNTY
DAVIS COUNTY
SALT LAKE COUNTY
UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA
ARIZONA
ARIZONA

MARICOPA COUNTY
PIMA COUNTY
PINAL COUNTY
CALIFORNIA

ALAMEDA COUNTY
CONTRA COSTA COUNTY
CALIFORNIA  FRESNO COUNTY
CALIFORNIA  KERN COUNTY
CALIFORNIA  LOS ANGELES COUNTY
CALIFORNIA  MARIN COUNTY
CALIFORNIA  MONTEREY COUNTY
CALIFORNIA  ORANGE COUNTY
CALIFORNIA  RIVERSIDE COUNTY
CALIFORNIA  SACRAMENTO COUNTY
CALIFORNIA  SAN BERNARDINO COUNTY
CALIFORNIA  SAN DIEGO COUNTY
CALIFORNIA  SAN JOAQUIN COUNTY
CALIFORNIA  SAN LUIS OBISPO COUNTY
CALIFORNIA  SAN MATEO COUNTY
CALIFORNIA  SANTA BARBARA COUNTY
CALIFORNIA  SANTA CLARA COUNTY
CALIFORNIA  SONOMA COUNTY
CALIFORNIA  STANISLAUS COUNTY
CALIFORNIA  VENTURA COUNTY

NEVADA  CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON  CLACKAMAS COUNTY
OREGON  MARION COUNTY
OREGON  MULTNOMAH COUNTY
OREGON  WASHINGTON COUNTY

WASHINGTON  CLARK COUNTY
WASHINGTON  KING COUNTY
WASHINGTON  KITSAP COUNTY
WASHINGTON  PIERCE COUNTY
WASHINGTON  SNOHOMISH COUNTY
WASHINGTON  SPOKANE COUNTY
WASHINGTON  THURSTON COUNTY
ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2022 FOR FYS 2023-2025

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY   GLOUCESTER COUNTY
NEW JERSEY   OCEAN COUNTY
NEW JERSEY   PASSAIC COUNTY
NEW JERSEY   SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND   HOWARD COUNTY
PENNSYLVANIA   CUMBERLAND COUNTY
PENNSYLVANIA   DAUPHIN COUNTY
VIRGINIA   HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA   MOBILE COUNTY
FLORIDA   LEE COUNTY
FLORIDA   MANATEE COUNTY
FLORIDA   MARION COUNTY
FLORIDA   SARASOTA COUNTY
SOUTH CAROLINA   HORRY COUNTY
SOUTH CAROLINA   RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA   ANOKA COUNTY
MINNESOTA   DAKOTA COUNTY
MINNESOTA   ST LOUIS COUNTY
OHIO   BUTLER COUNTY
WISCONSIN       DANE COUNTY
WISCONSIN       WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA       ST. TAMMANY PARISH
OKLAHOMA        TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI        ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH            DAVIS COUNTY
UTAH            UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA         PIMA COUNTY
CALIFORNIA      STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON      KITSAP COUNTY

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## ATTACHMENT C

### COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYS 2024-2026

### NEW YORK/NEW JERSEY FIELD OFFICES

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### MID-ATLANTIC FIELD OFFICES

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**Southeast/Caribbean Field Offices**

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**Midwest Field Offices**

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**Southwest Field Offices**

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32
COLORADO  WELD COUNTY
UTAH  SALT LAKE COUNTY

**PACIFIC/HAWAII FIELD OFFICES**

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| NEVADA                  | CLARK COUNTY |

**NORTHWEST/ALASKA FIELD OFFICES**

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33
**ATTACHMENT D**

**COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYS 2025-2027**

**NEW ENGLAND FIELD OFFICES**

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**NEW YORK/NEW JERSEY FIELD OFFICES**

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**MID-ATLANTIC FIELD OFFICES**

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**SOUTHEAST/CARIBBEAN FIELD OFFICES**

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ATTACHMENT E

COUNTIES QUALIFIED THROUGH 2023 OR 2024 THAT CONTAIN NON-PARTICIPATING COMMUNITIES

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY NEW JERSEY
BURLINGTON COUNTY NEW JERSEY
CAMDEN COUNTY NEW JERSEY
MORRIS COUNTY NEW JERSEY

NASSAU COUNTY NEW YORK
ORANGE COUNTY NEW YORK
ROCKLAND COUNTY NEW YORK
SUFFOLK COUNTY NEW YORK
WESTCHESTER COUNTY NEW YORK

MID-ATLANTIC FIELD OFFICES

NEW CASTLE COUNTY DELAWARE

ANNE ARUNDEL COUNTY MARYLAND
MONTGOMERY COUNTY MARYLAND
PRINCE GEORGE'S COUNTY MARYLAND

ALLEGHENY COUNTY PENNSYLVANIA
BEAVER COUNTY PENNSYLVANIA
BERKS COUNTY PENNSYLVANIA
DAUPHIN COUNTY PENNSYLVANIA
LEHIGH COUNTY PENNSYLVANIA
LUZERNE COUNTY PENNSYLVANIA
MONTGOMERY COUNTY PENNSYLVANIA
WESTMORELAND COUNTY PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

JEFFERSON COUNTY ALABAMA
MOBILE COUNTY ALABAMA
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**MIDWEST FIELD OFFICES**

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WILLIAMSON COUNTY     TEXAS

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ST. LOUIS COUNTY       MISSOURI
ST. CHARLES COUNTY     MISSOURI

ROCKY MOUNTAIN FIELD OFFICES
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ARAPAHOE COUNTY       COLORADO
JEFFERSON COUNTY      COLORADO
WELD COUNTY           COLORADO
UTAH COUNTY           UTAH

PACIFIC/HAWAII FIELD OFFICES
MARICOPA COUNTY       ARIZONA
PINAL COUNTY          ARIZONA

FRESNO COUNTY         CALIFORNIA
KERN COUNTY           CALIFORNIA
LOS ANGELES COUNTY    CALIFORNIA
MONTEREY COUNTY       CALIFORNIA
RIVERSIDE COUNTY      CALIFORNIA
SAN LUIS OBISPO COUNTY CALIFORNIA
SANTA BARBARA COUNTY  CALIFORNIA

NORTHWEST/ALASKA FIELD OFFICES
MARION COUNTY         OREGON
MULTNOMAH COUNTY      OREGON
WASHINGTON COUNTY     OREGON

KING COUNTY           WASHINGTON
PIERCE COUNTY         WASHINGTON

39
# ATTACHMENT F

LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

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ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT HAVE NOT ACCEPTED URBAN COUNTY STATUS

**NEW ENGLAND FIELD OFFICES**

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**GREAT PLAINS FIELD OFFICES**

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*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.
RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED CONIFER REALTY, LLC

WHEREAS, the County wants to provide for the orderly development of wastewater conveyance and treatment facilities within the County; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved Water Quality Management (WQM) plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment, prepared by Stout & Caldwell Engineers, LLC, noticed in the New Jersey Register on December 21, 2021 for East Greenwich Township was submitted on behalf of Conifer Realty, LLC (Program Interest No. 435433, Activity No. AMD200007) in accordance with N.J.A.C.7:15-3.4; and

WHEREAS, the County Engineer and Planner have reviewed the proposed amendments to the Tri-County Water Management Plan for Conifer Realty, LLC (Program Interest No. 435433, Activity No. AMD200007), and recommends approval of the WQM plan amendments.

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

1. The County hereby consents to the amendments proposed by the WQM plan amendments set forth in the December 21, 2021 public notice and hereby endorses the update of the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) Sewage Treatment Plant (STP) Sewer Service Area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP) amendments based on the plan prepared and submitted for Conifer Realty, LLC (Program Interest No. 435433, Activity No. AMD200007), and recommended by the County Engineer and Planner, for the Purpose of its incorporation into the applicable WQM plan.

2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

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

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR

COUNTY OF GLOUCESTER
Charles Lewis  
Conifer Realty LLC  
20000 Horizon Way  
Suite 180  
Mount Laurel, New Jersey 08054

Email Only  
January 18, 2022

Re: Conifer Realty, LLC  
Block: 205, Lot: 13.02, East Greenwich Township, Gloucester County  
Proposed Amendment to the Tri-County Water Quality Management (WQM) Plan  
Gloucester County Utilities Authority Wastewater Management Plan (WMP)  
Program Interest (PI) Number: 435433, Activity Number: AMD210001  
Preliminary Notice and Request for Consents

Dear Mr. Lewis:

The New Jersey Department of Environmental Protection (Department) received an application for an amendment to the Tri-County WQM Plan and the Gloucester County Utilities Authority WMP for the above-referenced project on December 1, 2020. The proposed amendment would expand the sewer service area (SSA) of the Gloucester County Utilities Authority (GCUA) (NJPDES No. NJ0024686) by 3.18 acres to serve a 70-unit, 2 building residential development, located on a portion of Block 205, Lot 13.02, in East Greenwich Township, Gloucester County. The project will generate a projected wastewater flow of 19,550 gallons per day (gpd) based on flow calculated in accordance with N.J.A.C. 7:14A-23.3. Based on the information provided in the amendment application, the Department has determined that the proposed amendment is compliant with the regulatory criteria at N.J.A.C. 7:15.

The Department will be publishing a public notice in the New Jersey Register proposing the amendment for public review and comment. We anticipate that the notice will be published in the New Jersey Register on February 7, 2022. If we are unable to publish on that day, we will notify you. A copy of the public notice is enclosed with this letter.

Pursuant to N.J.A.C. 7:15-3.5(g)(6), you must request written statements of consent for the proposed amendment from the following entities: Gloucester County, East Greenwich Township, GCUA and Delaware Valley Regional Planning Commission (DVRPC). A statement of consent from a governmental
entity must be in the form of a resolution adopted by the entity's governing body. Any entities objecting to the proposed amendment must submit their reasons for the objection in writing.

Requests for written statements of consent from the entities identified above must be transmitted by a letter sent via certified mail, return receipt requested, within 15 days of the date of this correspondence. The request letter must include a copy of the enclosed public notice (along with any other supporting documentation you deem relevant); and must request that written statements of consent be provided to you within 60 days. A sample request letter is enclosed. Please promptly forward to this office copies of the request letters with their signed and received dated return receipts and all correspondence received in response to your requests.

Please note that sewer service is not guaranteed should this amendment be adopted since the amendment represents only one part of the permit process and other issues may need to be addressed. Inclusion in the sewer service area resulting from adoption of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any federal, state, county or municipal review agency with jurisdiction over this project/activity.

Please include the program interest and activity numbers provided above on all written correspondence to the Department regarding this amendment. If you have any questions about this amendment, please contact Amanda LeBon at (609) 633-7021 or Amanda.LeBon@dep.nj.gov.

Sincerely,

[Signature]

Gabriel Mahon, Bureau Chief  
Bureau of NJPDES Stormwater Permitting and Water Quality Management  
Division of Watershed Protection and Restoration

Enclosures: Amendment Area Map  
Preliminary Notice  
Sample Resolution and Request for Consent Letters

c: Matt Walsh, Stout & Caldwell Engineers, LLC  
Robert Lamilla, Esquire, Parker McCay P.A.  
Elizabeth McGill, East Greenwich Township Clerk  
John Vindi, Gloucester County Utilities Authority  
Patricia Elkins, Delaware Valley Regional Planning Commission  
Nick Cressman, Gloucester County Planning
PUBLIC NOTICE

ENVIRONMENTAL PROTECTION

WATERSHED AND LAND MANAGEMENT

DIVISION OF WATERSHED PROTECTION AND RESTORATION

Proposed Amendment to the Tri-County Water Quality Management Plan

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management (WQM) Plan in accordance with the New Jersey Water Quality Planning Act, N.J.S.A. 58:11-1 et seq., and the Water Quality Management Planning rules, N.J.A.C. 7:15. The proposed amendment, identified as “Conifer Realty” (Program Interest No. 435433, Activity No. AMD210001) would expand the sewer service area (SSA) of the Gloucester County Utilities Authority (GCUA) (NJPDES No. NJ0024686) by 3.18 acres to serve a 70-unit, 2 building residential development located on a portion of Block 205, Lot 13.02, in East Greenwich Township, Gloucester County. The project will generate a projected wastewater flow of 19,550 gallons per day (gpd) based on flow calculated in accordance with N.J.A.C. 7:14A-23.3

This notice represents the Department’s determination that the proposed amendment is compliant with the applicable regulatory criteria at N.J.A.C. 7:15, as described below.

In accordance with N.J.A.C. 7:15-3.3(b), site specific amendments are limited to proposed alternations to the eligible SSA needed to address a specific project or activity. N.J.A.C. 7:15-3.5(j)2 requires that site specific amendments proposing to add 100 or more acres or generating
20,000 gpd or more of wastewater flow shall include a proposed modification to the wastewater treatment capacity analysis prepared in accordance with N.J.A.C. 7:15-4.5(b) to include the proposed project or activity. The proposed project involves less than 100 acres and will generate less than 20,000 gpd of wastewater flow; therefore, update of the wastewater treatment capacity analysis is not required.

Pursuant to N.J.A.C. 7:15-4.4(d), the following are not eligible for delineation as SSA, except as otherwise provided at N.J.A.C. 7:15-4.4(l), (j), (k) and (l): environmentally sensitive areas (ESAs) identified pursuant to N.J.A.C. 7:15-4.4(e), as any contiguous area of 25 acres or larger consisting of any of the following, alone or in combination: endangered or threatened wildlife species habitat, Natural Heritage Priority Sites, riparian zones of Category One (C1) waters and their tributaries, or wetlands; coastal planning areas identified at N.J.A.C. 7:15-4.4(f), and; ESAs subject to 201 Facilities Plan grant conditions pursuant to N.J.A.C. 7:15-4.4(g). The Department conducted an evaluation of the project site using a GIS shapefile provided by the applicant compared to the Department’s GIS data layers available at [http://www.nj.gov/dop/gis/listall.html](http://www.nj.gov/dop/gis/listall.html) and/or other information as noted below, to determine the presence of any such areas in accordance with N.J.A.C. 7:15-4.4(e), (f) and (g) and made the following findings:

- The Department determined that the proposed SSA does not contain any areas mapped as endangered or threatened wildlife species habitat Rank 3, 4, or 5 on the Department’s Landscape Maps of Habitat for Endangered, Threatened or other Priority Wildlife based on the “Landscape Project Data” Version 3.3 GIS data layers in accordance with N.J.A.C. 7:15-4.4(e).1.
• The Department determined that the proposed SSA does not contain any areas mapped as Natural Heritage Priority Sites based on the “Natural Heritage Priority Sites” GIS data layer in accordance with N.J.A.C. 7:15-4.4(e)2.

• The Department determined that the proposed SSA does not contain any C1 waters or 300-foot riparian zones along any C1 waters or upstream tributaries within the same HUC-14 watershed of any C1 waters based on the “Surface Water Quality Standards” GIS data layer in accordance with N.J.A.C. 7:13-4.1(c)1 and 7:15-4.4(e)3.

• The Department determined that there are wetlands located on the proposed project site based on the “Wetlands 2012” GIS data layer; however, in accordance with N.J.A.C. 7:15-4.4(e)4, and, pursuant to N.J.A.C. 7:15-4.4(j)3, the applicant has provided a Freshwater Wetlands Letter of Interpretation (LOI)/Line Verification File # 0803-13-0004-2 FWW200001 confirming that there are no wetlands within the proposed sewer service area.

• The Department determined that the proposed SSA does not contain any areas mapped as Fringe Planning Areas, Rural Planning Areas, or Environmentally Sensitive Planning Areas within the Coastal Area Facility Review Act (CAFRA) zone based on the “CAFRA (polygon)” GIS layer and the “State Plan Data” GIS layer, in accordance with N.J.A.C. 7:15-4.4(f).

• The Department determined that there are no 201 Facilities Plan grant conditions applicable to the project based on the U.S. Environmental Protection Agency list of New Jersey Grantees with ESA Grant Conditions at https://www.epa.gov/npdes-permits/environmentally-sensitive-area-esa-grant-condition-waiver-program-region-2 in accordance with N.J.A.C. 7:15-4.4(g).

Pursuant to N.J.A.C. 7:15-4.4(h)1 and 2, the Department considered the land uses allowed in adopted zoning ordinances, future land uses shown in adopted municipal and county master plans, and other local land use objectives. On August 18, 2020, the East Greenwich Township
Combined Planning/Board of Adjustment passed Resolution 13-2020, granting Preliminary and Final Major Site Plan Approval. On July 27, 2021, Gloucester County provided a letter stating the proposed project was consistent with their Master Plan.

This notice is to inform the public that a plan amendment has been proposed for the Tri-county WQM Plan. All information related to this plan and the proposed amendment is located at:

New Jersey Department of Environmental Protection
Division of Watershed Protection & Restoration
Bureau of NJPDES Stormwater Permitting and Water Quality Management
Water Quality Management Planning Program
PO Box 420, Mail Code 501-02A
501 East State Street
Trenton, New Jersey 08625-0420

The Department’s file is available for inspection between 9:00 A.M. and 4:00 P.M., Monday through Friday, upon request. An appointment to inspect the file must be arranged by calling the Bureau of NJPDES Stormwater Permitting and Water Quality Management at (609) 633-7021.

Interested persons may submit written comments on the proposed amendment to the Department at the address cited above or at the email: wqmp.publiccomments@dep.nj.gov.

Comments should reference Program Interest No. 435433, Activity No. AMD210001 and must be submitted within 30 days of the date of this public notice.

Interested persons may request in writing that the Department hold a nonadversarial public hearing on the amendment or extend the public comment period specified in this notice. Such requests should reference Program Interest No. 435433; Activity No. AMD210001 and must
demonstrate sufficient public interest for the public hearing or extension of the comment period, as defined at N.J.A.C. 7:10-5.2(d). The request must be submitted within 30 days of the date of this notice to the Department address cited above. Should the Department decide to hold a public hearing, additional notice will be published in a future issue of the New Jersey Register and the comment period will be extended to 15 days after the Department's public hearing. All comments submitted prior to the close of the comment period shall be considered by the Department before making a final decision on the proposed amendment.

Sewer service is not guaranteed should this amendment be adopted as it represents only one part of the permit process and other issues may need to be addressed. Inclusion in the SSA as a result of the approval of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any Federal, State, county or municipal review agency with jurisdiction over this project/activity.

12/21/2021
Date

Gabriel Mahon, Bureau Chief
Bureau of NJPDES Stormwater Permitting and Water Quality Management
Division of Watershed Protection and Restoration
NJ Department of Environmental Protection
RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED
KNIGHT OWL HOLDINGS V, LLC

WHEREAS, the County wants to provide for the orderly development of wastewater conveyance and treatment facilities within the County; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved Water Quality Management (WQM) plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment, prepared by Stout & Caldwell Engineers, LLC, noticed in the New Jersey Register on April 4, 2022 for East Greenwich Township was submitted on behalf of Knight Owl Holdings V, LLC (Program Interest No. 435433, Activity No. AMD200011) in accordance with N.J.A.C.7:15-3.4; and

WHEREAS, the County Engineer and Planner have reviewed the proposed amendments to the Tri-County Water Management Plan for Knight Owl Holdings V, LLC (Program Interest No. 435433, Activity No. AMD200011), and recommends approval of the WQM plan amendments.

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

1. The County hereby consents to the amendments proposed by the WQM plan amendments set forth in the April 4, 2022 public notice and hereby endorses the update of the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) Sewage Treatment Plant (STP) Sewer Service Area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP) amendments based on the plan prepared and submitted for Knight Owl Holdings V, LLC (Program Interest No. 435433, Activity No. AMD200011), and recommended by the County Engineer and Planner, for the Purpose of its incorporation into the applicable WQM plan.

2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

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

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
Matthew Walsh  
Stout & Caldwell Engineers, LLC  
705 Rt. 130  
Cinnaminson, New Jersey 08077

Email Only  
March 3, 2022

Re: Knight Owl Holdings V, LLC  
Block 201, Lot 2 (portion) & 3, East Greenwich Township, Gloucester County  
Proposed Amendment to the Tri-County Water Quality Management (WQM) Plan  
Gloucester County Utilities Authority (GCUA) Consolidated Area Wastewater Management Plan  
Application Received: November 18, 2020  
Program Interest No. 435433; AMD200011  
Preliminary Notice & Request for Consent

Dear Mr. Walsh:

The New Jersey Department of Environmental Protection (Department) received an application for the above referenced project on November 18, 2020, for an amendment to the Tri-County WQM Plan to modify the Gloucester County Utilities Authority (GCUA) Consolidated Area Wastewater Management Plan. The proposed amendment, identified as the Knight Owl Holdings V, LLC, (Program Interest No. 435433, Activity No. AMD200011) would expand the sewer service area of the Gloucester County Utilities Authority (GCUA) sewage treatment plant (New Jersey Pollutant Discharge Elimination System (NJPDES) Permit No. NJ00243681) by 36 acres to serve the proposed construction of a 694,000 square foot building to include warehouse and office space. The proposed development is to be located on Block 201; Lots 2 (portion) and 3, in East Greenwich Township, Gloucester County. The proposed project will generate a total projected wastewater flow of 28,350 gallons per day (gpd) based on flow calculated in accordance with N.J.A.C. 7:14A-23.3.

The Department will be publishing a public notice in the New Jersey Register proposing the amendment for public review and comment. We anticipate the notice will be published in the New Jersey Register on April 4, 2022. If we are unable to publish on that day, we will notify you. A copy of the public notice is enclosed with this letter.
Pursuant to N.J.A.C. 7:15-3.5[g][6], you must request written statements of consent for the proposed amendment from the following entities: GCUA, East Greenwich Township, Gloucester County Board of County Commissioners, and the Delaware Valley Regional Planning Commission (DVRPC). A statement of consent from a governmental entity must be in the form of a resolution adopted by the entity's governing body. Any entities objecting to the proposed amendment must submit their reasons for the objection in writing.

Requests for written statements of consent from the entities identified above must be transmitted by a letter sent via certified mail (return receipt requested) within 15 days of the date of this correspondence. The request letter must include a copy of the enclosed public notice for the proposed amendment [along with any other supporting documentation you deem relevant]; and must request that written statements of consent be provided to you within 60 days. A sample request letter is enclosed. Please promptly forward to this office copies of the request letters with the signed and received dated return receipts and all correspondence received in response to your requests.

Please note that sewer service is not guaranteed by adoption of the proposed amendment since the amendment represents only one part of the permit process and other issues may need to be addressed. Inclusion in the SSA resulting from adoption of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any federal, state, county or municipal review agency with jurisdiction over this project/activity.

Please include the program interest and activity numbers provided above on all written correspondence to the Department regarding this application. If you have any questions about this amendment, please contact Matthew LaMarca at (609) 633-7021 or Matthew.LaMarca@dep.nj.gov.

Sincerely,

[Signature]

Gabriel Mahon, Bureau Chief
Bureau of NJPDES Stormwater Permitting and Water Quality Management
Division of Watershed Protection and Restoration
New Jersey Department of Environmental Protection

Enclosures: Public Notice
Proposed Amendment Map
Sample letter and resolution

c: Matt Lange, Knight Owl Holdings V, LLC
D.J. Cameron II, Esq, Bressler Amery & Ross, P.C.
Patricia Ekis, DVRPC
Nick Cressman, GIS specialist, Gloucester County
Leigh A. Carney, Township Clerk, East Greenwich Township
John Vinci, Executive Director, Gloucester County UA
Theodore Ousiew, Staff Engineer, NJDEP, Division of Water Quality, Bureau of Environmental Engineering and Permitting
PUBLIC NOTICE

ENVIRONMENTAL PROTECTION

WATERSHED AND LAND MANAGEMENT

DIVISION OF WATERSHED PROTECTION AND RESTORATION

Proposed Amendment to the Tri-County Water Quality Management Plan

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management (WQM) Plan in accordance with the New Jersey Water Quality Planning Act, N.J.S.A. 58:11-1 et seq., and the Water Quality Management Planning rules, N.J.A.C. 7:15. The proposed amendment, identified as the Knight Owl Holdings V, LLC (Program Interest No. 435433, Activity No. AMD2000111) would expand the sewer service area (SSA) of the Gloucester County Utilities Authority (GCUA) (NPDES No. NJ0024686) sewage treatment plant (STP) by 36 acres to serve a proposed 694,000 square foot building to include warehouse and office space to be located within Block 201, Lot 2 (portion) and Lot 3, in East Greenwich Township, Gloucester County. Currently, approximately 12.5 acres of the project property are located within the adopted GCUA SSA. The project will generate a projected wastewater flow of 28,350 gallons per day (gpd) based on flow calculated in accordance with N.J.A.C. 7:14A-23.3.

This notice represents the Department's determination that the proposed amendment is compliant with the applicable regulatory criteria at N.J.A.C. 7:15, as described below.
In accordance with N.J.A.C. 7:15-3.3(b), site specific amendments are limited to proposed alterations to the eligible SSA needed to address a specific project or activity. N.J.A.C. 7:15-3.5(j)(2) requires that site specific amendments proposing to add 100 or more acres or generating 20,000 gpd or more of wastewater flow shall include a proposed modification to the wastewater treatment capacity analysis prepared in accordance with N.J.A.C. 7:15-4.5(b) to include the proposed project or activity. The proposed project involves less than 100 acres but would generate a total projected wastewater flow of 28,350 gpd (0.02835 million gallons per day (mgd)), based on flow calculations in accordance with N.J.A.C. 7:14A-23.3. The purpose of the capacity analysis is to determine whether GCUA has available capacity to service the project. In accordance with N.J.A.C. 7:15-4.5(b)(1), the existing wastewater flow at the GCUA STP, calculated as the highest consecutive 12-month rolling average during the five-year period preceding the amendment application (November 2015 to November 2020), is 21.794 mgd (June 2018-July 2019) based on NIPDES Discharge Monitoring Reports reported in DEP Data Miner (https://www13.state.nj.us/DataMiner/). The GCUA STP is currently permitted to discharge up to 27 mgd under NIPDES permit NJ0024686. As such, GCUA has capacity to accommodate the additional flow from the proposed project and not exceed its permitted capacity.

Pursuant to N.J.A.C. 7:15-4.4(d), the following are not eligible for delineation as SSA except as otherwise provided at N.J.A.C. 7:15-4.4(i), (j), (k), and (l): environmentally sensitive areas (ESAs) identified pursuant to N.J.A.C. 7:15-4.4(e), as any contiguous area of 25 acres or larger consisting of any of the following, alone or in combination: endangered or threatened wildlife species habitat, Natural Heritage Priority Sites, riparian zones of Category One (C1)
waters and their tributaries, or wetlands; coastal planning areas identified at N.J.A.C. 7:15-4.4(f); and ESAs subject to 201 Facilities Plan grant conditions pursuant to N.J.A.C. 7:15-4.4(g). The Department conducted an evaluation of the project site using a GIS shapefile provided by the applicant compared to the Department’s GIS data layers available at http://www.nj.gov/dep/gis/listall.html and/or other information as noted below, to determine the presence of any such areas in accordance with N.J.A.C. 7:15-4.4(e), (f), and (g) and made the following findings:

- The Department determined that the proposed SSA does not contain any areas mapped as endangered or threatened wildlife species habitat Rank 3, 4, or 5 on the Department’s Landscape Maps of Habitat for Endangered, Threatened or other Priority Wildlife based on the “Landscape Project Data” Version 3.3 GIS data layers in accordance with N.J.A.C. 7:15-4.4(e)1.

- The Department determined that the proposed SSA does not contain any areas mapped as Natural Heritage Priority Sites based on the “Natural Heritage Priority Sites” GIS data layer in accordance with N.J.A.C. 7:15-4.4(e)2.

- The Department determined that the proposed SSA does not contain any C1 waters or 300-foot riparian zones along any C1 waters or upstream tributaries within the same HUC-14 watershed of any C1 waters based on the “Surface Water Quality Standards” GIS data layer in accordance with N.J.A.C. 7:13-4.1(c)1 and 7:15-4.4(e)3.

- The Department determined that there are wetlands located on the project site based on the “Wetlands 2012” GIS data layer in accordance with N.J.A.C. 7:15-4.4(e)4. However, pursuant
to N.J.A.C. 7:15-4.4(j)(3), the applicant provided a Freshwater Wetlands Letter of Interpretation (LOI)/Line Verification File, 0803-06-0003.1, confirming that no contiguous area of wetlands, alone or in combination with other ESAs, of 25 acres or more, are located within the proposed SSA. A single isolated wetland, less than a quarter acre and not contiguous to the wetlands defined as ESAs, is identified within the proposed SSA.

- The Department determined that the proposed SSA does not contain any areas mapped as Fringe Planning Areas, Rural Planning Areas, or Environmentally Sensitive Planning Areas within the Coastal Area Facility Review Act (CAFRA) zone based on the “CAFRA (polygon)” GIS layer and the “State Plan Data” GIS layer, in accordance with N.J.A.C. 7:15-4.4(f).

- The Department determined that there are no 201 Facilities Plan grant conditions applicable to the project based on the U.S. Environmental Protection Agency (USEPA) list of New Jersey Grantees with ESA Grant Conditions at https://www.epa.gov/npdes-permits/environmentally-sensitive-area-esa-grant-condition-waiver-program-region-2 in accordance with N.J.A.C. 7:15-4.4(g).

Pursuant to N.J.A.C. 7:15-4.4(h)(1) and (2), the Department considered the land uses allowed in adopted zoning ordinances, future land uses shown in adopted municipal and county master plans. On September 15, 2020, the East Greenwich Township Combined Planning/Zoning Board adopted Resolution No. 15-2020, granting Preliminary and Final Major Site Plan approval to Knight Owl Holdings V, LLC, for Block 201, Lots 2 & 3. On September 22, 2021, the Gloucester County Planning Department provided a letter to the Department stating that the proposed project is consistent with the Gloucester County Master Plan.
This notice is to inform the public that a plan amendment has been proposed for the Tri-
County WQM Plan. All information related to this plan and the proposed amendment is located at:

New Jersey Department of Environmental Protection  
Division of Watershed Protection and Restoration  
Bureau of NIPDES Stormwater Permitting and Water Quality Management  
Water Quality Management Planning Program  
PO Box 420, Mail Code S01-02A  
501 East State Street  
Trenton, New Jersey 08625-0420

The Department's file is available for inspection between 9:00 A.M. and 4:00 P.M., Monday through Friday, upon request. An appointment to inspect the file must be arranged by calling the Bureau of NIPDES Stormwater Permitting and Water Quality Management at (609) 633-7021.

Interested persons may submit written comments on the proposed amendment to the Department at the address cited above or at the email: wmp.publiccomments@dep.nj.gov. Comments should reference Program Interest No. 435433, Activity No. AMD200011 and must be submitted within 30 days of the date of this public notice.

Interested persons may request in writing that the Department hold a nonadversarial public hearing on the amendment or extend the public comment period specified in this notice. Such requests should reference Program Interest No. 435433, Activity No. AMD200011 and must demonstrate sufficient public interest for the public hearing or extension of the comment period,
as defined at N.J.A.C. 7:1D5.2(d). The request must be submitted within 30 days of the date of this notice to the Department address cited above. Should the Department decide to hold a public hearing, additional notice will be published in a future issue of the New Jersey Register and the comment period will be extended to 15 days after the public hearing. All comments submitted prior to the close of the comment period shall be considered by the Department before making a final decision on the proposed amendment.

Sewer service is not guaranteed should this amendment be adopted as it represents only one part of the permit process and other issues may need to be addressed. Inclusion in the SSA as a result of the approval of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any Federal, State, county or municipal review agency with jurisdiction over this project/activity.

3/3/2022
Date

Gabriel Mahon, Bureau Chief
Bureau of NJPDES Stormwater Permitting and Water Quality Management
Division of Watershed Protection and Restoration
NJ Department of Environmental Protection
RESOLUTION DECLARING INTENT TO VACATE ROAD AND ROADWAY EASEMENTS ON PORTIONS OF THE FORMER ALIGNMENT OF COUNTY ROUTE 603 A/K/A BLACKWOOD-BARNESBORO ROAD IN THE TOWNSHIPS OF WASHINGTON AND DEPTFORD

WHEREAS, N.J.S.A. 27:16-28(b) provides that any road or portion thereof owned by or under the control of any county governing body may be vacated as a public highway by the county governing body; and

WHEREAS, On July 5, 2022 the Gloucester County Planning Board adopted a resolution related to a land development matter with the applicant, JPC Group Real Estate, LLC, Application #WA-1039/DE-0695, recommending to the Board of County Commissioners that the County vacate four (4) tracts of road and roadway easements to said applicant, consisting of portions of the former configuration of CR 603, a/k/a Blackwood-Barnesboro Road, as described and set forth in Schedule A annexed hereto; and

WHEREAS, the County declares the intention to vacate said portions of the road formerly designated as CR 603 as recommended by the County Planning Board, which is no longer needed for public use, nor provides any through connections to other roadways.

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

1. That it is the intention of the County to vacate four (4) tracts of road and roadway easements on portions of the former County Route 603 a/k/a Blackwood-Barnesboro Road in the Townships of Washington and Deptford, as described and set forth in Schedule A attached hereto, with title vesting in JPC Group Real Estate, LLC, free and clear of any easement or right-of-way thereover or thereupon in favor of the public pursuant to the recommendation of the Gloucester County Planning Board.

2. That within three (3) days of the below date the Clerk of the Board shall publish this resolution in the South Jersey Times once a week for three (3) weeks consecutively prior to the date and time fixed below for final consideration of this action.

3. That the date for public hearing and final consideration is set down for August 3, 2022 at 6:00 p.m. in the ceremonial courtroom at 1 N. Broad Street, Woodbury, New Jersey where all persons interested may appear and be given an opportunity to be heard.

4. That all resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency.

5. That if any section, subsection, paragraph, sentence or any part of this resolution is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this resolution not directly involved in the controversy which such judgment shall have been rendered.

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

COUNTY OF GLOUCESTER

ATTEST:  FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,  
CLERK OF THE BOARD
SCHEDULE A – TRACT 1

DESCRIPTION OF ROADWAY EASEMENT AND ROADWAY VACATION OF RAMP C AND A PORTION OF BLACKWOOD-BARNESBORO ROAD TO MERGE WITH NEW LOT 6.06 OF BLOCK 2.04, SEWELL, TOWNSHIP OF WASHINGTON, GLOUCESTER COUNTY, STATE OF NJ

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUCATE, LYING AND BEING IN THE TOWNSHIP OF WASHINGTON, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF AN EASEMENT TO THE COUNTY OF GLOUCESTER FOR THE RELOCATION OF BLACKWOOD-BARNESBORO ROAD, THE SAID EASEMENT BEING FILED IN DEED BOOK 2265 AT PAGE 235, WHERE THE SAID EASEMENT IS INTERSECTED BY THE DIVIDING LINE OF NEW LOT 8.06 AND NEW LOT 8.07 OF BLOCK 7.04 AND FROM SAID BEGINNING POINT RUNNING; THENCE

(1) ALONG THE SAID NORTHEASTERLY SIDE OF THE COUNTY EASEMENT, NORTH 41 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 82.51 FEET TO A POINT OF NON-TANGENCY; THENCE

(2) ALONG THE WESTERLY SIDE OF CURRENT RAMP C, ON A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 06 MINUTES 26 SECONDS, AN ARC LENGTH OF 15.75 FEET, THE CHORD OF WHICH BEARS NORTH 32 DEGREES 45 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 15.34 FEET TO A POINT OF TANGENCY; THENCE

(3) ALONG THE SAME, NORTH 10 DEGREES 12 MINUTES 25 SECONDS EAST, A DISTANCE OF 194.36 FEET TO A POINT OF CURVATURE; THENCE

(4) ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 29 SECONDS, AN ARC LENGTH OF 39.84 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 37 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 39.52 FEET TO A POINT IN THE ORIGINAL CENTERLINE OF EXISTING BLACKWOOD-BARNESBORO ROAD ALSO BEING THE MUNICIPAL BOUNDARY LINE OF THE TOWNSHIPS OF WASHINGTON AND DEPOTFORD; THENCE

(5) ALONG THE SAID ORIGINAL CENTERLINE AND MUNICIPAL BOUNDARY LINE, NORTH 62 DEGREES 18 MINUTES 50 SECONDS EAST, A DISTANCE OF 318.25 FEET TO A POINT WHERE THE SAID IS INTERSECTED BY THE DIVIDING LINE OF NEW LOT 6.06 AND NEW LOT 6.08 OF BLOCK 7.04; THENCE

(6) ALONG THE SAID DIVIDING LINE, PASSING THROUGH EXISTING BLACKWOOD-BARNESBORO ROAD AND ALSO THROUGH AN EXISTING 13.25 FOOT-WIDE ROADWAY EASEMENT FILED IN DEED BOOK 2366 AT PAGE 1, BOTH OF WHICH ARE BEING VACATED, SOUTH 41 DEGREES 52 MINUTES 00 SECONDS EAST, A DISTANCE OF 39.18 FEET; THENCE

(7) ALONG THE SOUTHERLY SIDELINE OF SAID EXISTING BLACKWOOD-BARNESBORO ROAD, SOUTH 62 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 275.03 FEET TO A POINT IN THE EASTERLY SIDEWALK OF AFOREMENTIONED RAMP C; THENCE

(8) ALONG SAID RAMP C, SOUTH 10 DEGREES 12 MINUTES 25 SECONDS WEST, A DISTANCE OF 302.28 FEET TO THE POINT ON THE AFOREMENTIONED DIVIDING LINE OF NEW LOT 6.06 AND NEW LOT 6.07; THENCE

(9) ALONG THE SAID DIVIDING LINE, SOUTH 48 DEGREES 08 MINUTES 00 SECONDS WEST, A DISTANCE OF 4.99 FEET TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE-DESCRIBED ROADWAY AND ROADWAY EASEMENT VACATION CONTAINS 30,565 SQUARE FEET OR 0.7086 ACRES.

SCHEDULE A – TRACT 2

DESCRIPTION OF ROADWAY EASEMENT AND ROADWAY VACATION OF RAMP C AND A PORTION OF BLACKWOOD-BARNESBORO ROAD TO MERGE WITH NEW LOT 6.07 OF BLOCK 2.04, SEWELL, TOWNSHIP OF WASHINGTON, GLOUCESTER COUNTY, STATE OF NJ

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUCATE, LYING AND BEING IN THE TOWNSHIP OF WASHINGTON, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF AN EASEMENT TO THE COUNTY OF GLOUCESTER FOR THE RELOCATION OF BLACKWOOD-BARNESBORO ROAD, THE SAID EASEMENT BEING FILED IN DEED BOOK 2265 AT PAGE 235, WHERE THE SAID EASEMENT IS INTERSECTED BY THE DIVIDING LINE OF NEW LOT 5.06 AND NEW LOT 6.07 OF BLOCK 7.04 AND FROM SAID BEGINNING POINT RUNNING; THENCE

(1) ALONG THE SAID DIVIDING LINE, NORTH 48 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 4.99; THENCE

(2) ALONG THE EASTERNLY SIDE OF CURRENT RAMP C AND THROUGH AFOREMENTIONED NEW LOT 6.07, SOUTH 10 DEGREES 12 MINUTES 25 SECONDS WEST, A DISTANCE OF 6.32 FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY SIDE OF THE COUNTY EASEMENT; THENCE

(3) ALONG THE SAID SIDE OF THE COUNTY EASEMENT, NORTH 41 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.89 FEET TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE-DESCRIBED ROADWAY AND ROADWAY EASEMENT VACATION CONTAINS 9.7 SQUARE FEET OR 0.0002 ACRES.
SCHEDULE A – TRACT 3

DESCRIPTION OF ROADWAY EASEMENT AND ROADWAY VACATION
OF A PORTION OF BLACKWOOD-BARNESBORO ROAD TO MERGE WITH
NEW LOT 6.08 OF BLOCK 7.04, SEWELL, TOWNSHIP OF WASHINGTON,
GLouceSTER COUNTY, STATE OF N.J.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITuate, LYING AND BEING IN THE TOWNSHIP OF WASHINGTON,
COUNTY OF GlouceSTER AND STATE OF NEW JERSEY:

BEGINNING AT A POINT ON THE ORIGINAL CENTERLINE OF EXISTING BLACKWOOD-BARNESBORO ROAD, ALSO BEING THE
MUNICIPAL BOUNDARY LINE OF THE TOWNSHIPS OF WASHINGTON AND DEPTFORD, WHERE THE SAME IS INTERSECTED
BY THE DIVIDING LINE OF NEW LOT 6.06 AND NEW LOT 6.08 OF BLOCK 7.04, AND FROM THE SAID BEGINNING POINT
RUNNING, THENCE

(1) ALONG THE SAID ORIGINAL CENTERLINE AND MUNICIPAL BOUNDARY LINE, NORTH 82 DEGREES 16 MINUTES 50
SECONDS EAST, A DISTANCE OF 165.55 FEET TO A POINT OF NON-TANGENCY, THENCE

(2) ALONG THE EXTENDED WESTERLY SIDELINE OF RELOCATED BLACKWOOD-BARNESBORO ROAD, THROUGH
EXISTING BLACKWOOD-BARNESBORO ROAD AND CROSSING THROUGH AN EXISTING 13.25 FOOT-WIDE ROAD
EASEMENT FILED IN DEED BOOK 2966 AT PAGE 1, ON A CURVE TO THE LEFT HAVING A RADIUS OF 571.00 FEET, A
CENTRAL ANGLE OF 09 DEGREES 02 MINUTES 11 SECONDS, AN ARC LENGTH OF 80.06 FEET, THE CHORD OF
WHICH BEARS SOUTH 87 DEGREES 17 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 85.90 FEET TO A POINT
OF NON-TANGENCY, THENCE

(3) ALONG THE SOUTHERLY SIDE OF THE AFOREMENTIONED 13.25 FOOT-WIDE ROAD EASEMENT AND THROUGH
AFOREMENTIONED NEW LOT 6.08, SOUTH 82 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 72.41
FEET TO A POINT ON THE AFOREMENTIONED DIVIDING LINE OF NEW LOT 6.06 AND NEW LOT 6.08; THENCE

(4) ALONG THE SAID DIVIDING LINE, NORTH 41 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 39.18
FEET TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE-DESCRIBED ROADWAY AND ROADWAY EASEMENT VACATION CONTAINS 4.376 SQUARE FEET OR 0.0105
ACRES.

SCHEDULE A – TRACT 4

DESCRIPTION OF ROADWAY VACATION
OF A PORTION OF BLACKWOOD-BARNESBORO ROAD TO MERGE
WITH LOT 11.01 OF BLOCK 368.12, TOWNSHIP OF DEPTFORD,
GLouceSTER COUNTY, STATE OF N.J.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITuate, LYING AND BEING IN THE TOWNSHIP OF DEPTFORD,
COUNTY OF GlouceSTER AND STATE OF NEW JERSEY;

BEGINNING AT A POINT IN THE ORIGINAL CENTERLINE OF EXISTING BLACKWOOD-BARNESBORO ROAD, ALSO BEING THE
MUNICIPAL BOUNDARY LINE OF THE TOWNSHIPS OF WASHINGTON AND DEPTFORD, THE SAID POINT BEING A PK NAIL
FOUND AT THE INTERSECTION OF THE WESTERLY DIVIDING LINE OF BLOCK 368.12, LOT 12 AND BLOCK 368.12, LOT 11.01
WITH THE SAID ORIGINAL CENTERLINE AND MUNICIPAL BOUNDARY LINE, AND FROM SAID BEGINNING POINT RUNNING,
THENCE

(1) ALONG THE SAID ORIGINAL CENTERLINE OF BLACKWOOD-BARNESBORO ROAD, SOUTH 82 DEGREES 16 MINUTES
50 SECONDS WEST, A DISTANCE OF 57.77 FEET TO A POINT IN THE SAME WHERE IT IS INTERSECTED BY THE
CURVED NORTH-WESTERLY SIDELINE OF RAMP C; THENCE

(2) ALONG THE SAID SIDELINE OF RAMP C, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A
CENTRAL ANGLE OF 28 DEGREES 40 MINUTES 00 SECONDS, AN ARC LENGTH OF 82.94 FEET, THE CHORD OF
WHICH BEARS NORTH 40 DEGREES 22 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 82.27 FEET TO A POINT
IN THE AFOREMENTIONED WESTERLY DIVIDING LINE OF BLOCK 368.12, LOT 12 AND BLOCK 368.12, LOT 11.01;
THENCE

(3) ALONG THE SAID DIVIDING LINE, SOUTH 27 DEGREES 43 MINUTES 10 SECONDS EAST, A DISTANCE OF 23.24 FEET
TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE-DESCRIBED ROADWAY VACATION CONTAINS 823 SQUARE FEET OR 0.0189 ACRES.
RESOLUTION AUTHORIZING CONTRACTS WITH COLLIERS ENGINEERING & DESIGN, INC., FRENCH & PARRELO ASSOCIATES, P.A. AND PENNONI ASSOCIATES, INC. FROM JULY 6, 2022 TO JULY 5, 2023 IN AN AMOUNT NOT TO EXCEED $150,000.00 EACH

WHEREAS, the County of Gloucester, Department of Engineering, has a need for professional engineering services regarding county-wide material testing and inspection of concrete, asphalt and soil, and requested proposals via RFP-22-042 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: (1) Colliers Engineering & Design, Inc. of 331 Newman Springs Road, Suite 203, Redbank, NJ 07701; (2) French & Parrello Associates, P.A. of 1800 Route 34, Suite 101, Wall, NJ 07718; and, (3) Pennoni Associates, Inc. of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, made the most advantageous proposals to provide said services in an amount not to exceed $150,000.00 each; and

WHEREAS, each contract shall be awarded for a one-year term from July 6, 2022 to July 5, 2023, for estimated units of service in an amount not to exceed $150,000.00 per contractor, which does not obligate the County to make any purchase or render any services, so that no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute and the Clerk of the Board to attest to, the contracts with Colliers Engineering & Design, Inc., French & Parrello Associates, P.A. and Pennoni Associates, Inc. for material testing and inspection of concrete, asphalt, and soils as per RFP-22-042, from July 6, 2022 to July 5, 2023 in an amount not to exceed $150,000.00 per contractor; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose, 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 stating that a copy of the 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 July 6, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered. RFP-22-042 COUNTYWIDE TESTING & INSPECTION - PENNONI

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Proposal contains all required checklist information</td>
<td>5 points</td>
</tr>
<tr>
<td>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</td>
<td>Pennoni provided Michael Padula PE as Project Manager, Very Good Experience, Excellent Knowledge of County procedures &amp; Requirements.</td>
</tr>
<tr>
<td>C. Relevance and Extent of Similar Engagements performed</td>
<td>Pennoni has performed very good on past similar projects of this nature and has successfully completed this work for other jurisdictions</td>
</tr>
<tr>
<td>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</td>
<td>Pennoni has provided a very thorough and complete understanding and approach for this project. Very Good County understanding of the requirements.</td>
</tr>
<tr>
<td>E. Reasonableness of Cost Proposal</td>
<td>Pennoni provided a cost that was very competitive</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
</tr>
</tbody>
</table>
BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered. RFP-22-042 COUNTYWIDE TESTING & INSPECTION – Colliers

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</td>
<td></td>
</tr>
<tr>
<td>A. Proposal contains all required checklist information</td>
<td>5</td>
</tr>
<tr>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned Colliers provided Geoffrey Goolden as Project Manager, Very Good Experience, Excellent Knowledge of County procedures &amp; Requirements.</td>
<td>25</td>
</tr>
<tr>
<td>25 points</td>
<td></td>
</tr>
<tr>
<td>C. Relevance and Extent of Similar Engagements performed Colliers has performed very good on similar past projects and has successfully completed this work for many other jurisdictions</td>
<td>25</td>
</tr>
<tr>
<td>25 points</td>
<td></td>
</tr>
<tr>
<td>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability Colliers has provided a detailed work plan for providing services with good understanding and approach for this project.</td>
<td>29</td>
</tr>
<tr>
<td>30 points</td>
<td></td>
</tr>
<tr>
<td>E. Reasonableness of Cost Proposal Collier provided a cost that was competitive</td>
<td>13</td>
</tr>
<tr>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td>97</td>
</tr>
</tbody>
</table>
**BASIS OF AWARD**
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered. RFP-22-042 COUNTYWIDE TESTING & INSPECTION – F&P

<table>
<thead>
<tr>
<th>EVALUATION FACTORS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</td>
<td></td>
</tr>
<tr>
<td><strong>A. Proposal contains all required checklist information</strong></td>
<td>5</td>
</tr>
<tr>
<td>5 points</td>
<td></td>
</tr>
<tr>
<td><strong>B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</strong></td>
<td>25</td>
</tr>
<tr>
<td>F&amp;P provided Michael Schappert PE as Project Manager, Very Good Experience, Excellent Knowledge of County procedures &amp; Requirements.</td>
<td></td>
</tr>
<tr>
<td>25 points</td>
<td></td>
</tr>
<tr>
<td><strong>C. Relevance and Extent of Similar Engagements performed</strong></td>
<td>25</td>
</tr>
<tr>
<td>F&amp;P has performed very good on similar past projects and has successfully completed this work for many other jurisdictions</td>
<td></td>
</tr>
<tr>
<td>25 points</td>
<td></td>
</tr>
<tr>
<td><strong>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</strong></td>
<td>28</td>
</tr>
<tr>
<td>F&amp;P has provided a very detailed and thorough description of work to be performed with a good understanding and approach for this project. They did not provide for IRI testing</td>
<td></td>
</tr>
<tr>
<td>30 points</td>
<td></td>
</tr>
<tr>
<td><strong>E. Reasonableness of Cost Proposal</strong></td>
<td>14</td>
</tr>
<tr>
<td>F&amp;P provided a cost that was very competitive</td>
<td></td>
</tr>
<tr>
<td>15 points</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>97</td>
</tr>
</tbody>
</table>
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
COLLIERS ENGINEERING & DESIGN, INC.

THIS CONTRACT is approved this 6th day of July, 2022, by and between the COUNTY
OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative
offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”,
and COLLIERS ENGINEERING & DESIGN, INC., with an address of 331 Newman Springs
Road, Suite 203, Red Bank, NJ 07701, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering
services regarding County-wide material testing and inspection of concrete, asphalt and soils, as
needed, as per RFP-22-042 (hereinafter the “Project”); and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective for services rendered from

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed
$150,000.00, as per Contractor’s proposal dated May 18, 2022 which was submitted in response
to the County’s Request for Proposal, RFP-22-042. The Proposal 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 be for professional engineering services regarding County-wide material testing and inspection of concrete, asphalt and soils, as needed, as set forth in RFP-22-042, and Contractor’s Proposal dated May 18, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-22-042.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs,
counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or
disability, including death, to employees or recipients of the Contractor's services or to any other
persons, or from any damage to any property sustained in connection with this contract which
results from any negligent acts or omissions of any of its officers, directors, employees, agents,
servants, or independent contractors, or from the Contractor's failure to provide for the safety
and protection of its employees, or from Contractor's performance or failure to perform pursuant
to the terms and provisions of this Contract. 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-22-042 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-042, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

**ATTEST:***

**COUNTY OF GLOUCESTER**

**LAURIE J. BURNS,**

**CLERK OF THE BOARD**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:***

**COLLIERS ENGINEERING & DESIGN, INC.**

By:

(\textit{print})

Title:
May 18, 2022

County of Gloucester
Ms. Kim Larre, Qualified Purchasing Agent
2 South Broad Street
Woodbury, New Jersey 08096

Subject: 2022 County Wide Material Testing & Inspection, RFP # 22-042
Colliers Engineering & Design Proposal No. 22003992P

Dear Ms. Larre,

Colliers Engineering & Design, Inc. (DBA Maser Consulting) appreciates the opportunity to submit one (1) original and five (5) signed copies of our proposal for the 2022 County Wide Material Testing & Inspection. Colliers Engineering & Design is an award-winning, multi-disciplined firm with a team of experienced professionals who have been providing an extensive array of services to public and private sector clients since 1984.

We would welcome the opportunity to discuss this bid further with the County of Gloucester and how we can make it more cost-effective by optimizing inspection service scheduling with the construction manager.

As you review our submittal, you will see that we have an excellent reputation and extensive experience to perform and carry out any services related to material testing and inspection. Our proposal was created to assist Gloucester County by clearly explaining Colliers Engineering & Design’s experience and reputation in the field, our ability to accommodate any required project timelines and meetings, and all other factors to support the best interests of Gloucester County.

Thank you for your consideration. We look forward to working with you. If there are any questions or you require further information, please feel free to contact me at 609-625-1700 ext. 6302 or via email at ed.freire@colliersengineering.com.

Sincerely,

Eduardo M. Freire, PE, CWI
Principal Associate

Maser Consulting is now Colliers Engineering & Design
## ATTACHMENT 1
Specification No. ENGRG, 22-08
Schedule of Prices

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>Each</td>
<td>Soil Wash Gradation</td>
<td>$95.00</td>
<td>$475.00</td>
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<tr>
<td>2</td>
<td>5</td>
<td>Each</td>
<td>Proctor Analysis &amp; Wash Gradation</td>
<td>$215.00</td>
<td>$1,075.00</td>
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<tr>
<td>3</td>
<td>5</td>
<td>Each</td>
<td>Soil Sampling/Pick up only</td>
<td>$110.00</td>
<td>$550.00</td>
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<tr>
<td>4</td>
<td>20</td>
<td>Day</td>
<td>Onsite Soil Compaction (8hrs)</td>
<td>$550.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>5</td>
<td>20</td>
<td>½ Day</td>
<td>Onsite Soil Compaction (4hrs)</td>
<td>$395.00</td>
<td>$7,900.00</td>
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<tr>
<td>6</td>
<td>40</td>
<td>Hrs</td>
<td>Overtime- Soil Compaction</td>
<td>$103.00</td>
<td>$4,120.00</td>
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<tr>
<td>7</td>
<td>25</td>
<td>Days</td>
<td>Concrete Field Monitoring &amp; Testing (8hrs)</td>
<td>$550.00</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>8</td>
<td>25</td>
<td>½ Day</td>
<td>Concrete Field Monitoring &amp; Testing (4hrs)</td>
<td>$395.00</td>
<td>$9,875.00</td>
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<tr>
<td>9</td>
<td>10</td>
<td>Hrs</td>
<td>Overtime- Concrete Field Monitoring</td>
<td>$103.00</td>
<td>$1,030.00</td>
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<tr>
<td>10</td>
<td>200</td>
<td>Each</td>
<td>Testing of Concrete Cylinders</td>
<td>$17.50</td>
<td>$3,500.00</td>
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<tr>
<td>11</td>
<td>35</td>
<td>Trips</td>
<td>Delivery/Pickup of cylinders made</td>
<td>$60.00</td>
<td>$2,100.00</td>
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<tr>
<td>12</td>
<td>5</td>
<td>Each (single shot)</td>
<td>Nondestructive Concrete Testing-Schmidt Hammer</td>
<td>$10.00</td>
<td>$50.00</td>
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<tr>
<td>13</td>
<td>5</td>
<td>Each (single shot)</td>
<td>Nondestructive Concrete Testing-Windsor Probe</td>
<td>$60.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>14</td>
<td>25</td>
<td>Lots</td>
<td>Drill 6&quot; cores &amp; perform air void &amp; thickness analysis, top only (variable thickness 2&quot;-3&quot;)</td>
<td>$1,750.00</td>
<td>$43,750.00</td>
</tr>
<tr>
<td>15</td>
<td>10</td>
<td>Lots</td>
<td>Drill 6&quot; cores &amp; perform, air void &amp; thickness analysis, top (variable thickness 2&quot;-3&quot; &amp; 4&quot; base)</td>
<td>$2,100.00</td>
<td>$21,000.00</td>
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<tr>
<td>16</td>
<td>350</td>
<td>Each</td>
<td>Patch Core Hole Area with cold asphalt Patch</td>
<td>$1.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>17</td>
<td>10</td>
<td>Trip</td>
<td>Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate</td>
<td>$550.00</td>
<td>$5,500.00</td>
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<tr>
<td>#</td>
<td># of</td>
<td>Description</td>
<td>Hourly Rate</td>
<td>Total Rate</td>
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<tr>
<td>----</td>
<td>------</td>
<td>----------------------------------------------------------------------------</td>
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<td>$695.00</td>
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<td>Each Cancellation charge (cancellation less than 4hrs prior to scheduled inspection)</td>
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<td>Trip IRI Testing</td>
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</table>

**Total Amount Bid $182,970**

* Testing performed within four (4) business days. Less than four (4) business days, expedited charge of 1.5x.

* Half Day is 4 hours between 8am-11am or 12pm to 3pm, otherwise 8 hours to be charged.
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
FRENCH & PARRELLO ASSOCIATES

THIS CONTRACT is approved this 6th day of July, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and FRENCH & PARRELLO ASSOCIATES, with an address of 1800 Route 34, Suite 101, Wall, NJ 07718, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding County-wide material testing and inspection of concrete, asphalt and soils, as needed, as per RFP-22-042 (hereinafter the “Project”); and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective for services rendered from June 11, 2022 to June 10, 2023.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed $150,000.00, as per Contractor’s proposal dated May 20, 2022 which was submitted in response to the County’s Request for Proposal, RFP-22-042. The Proposal 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 be for professional engineering services regarding County-wide material testing and inspection of concrete, asphalt and soils, as needed, as set forth in RFP-22-042, and Contractor's Proposal dated May 20, 2022, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-22-042.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** For claims other than those arising out of the Contractor’s professional services, the Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts’ fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor’s services or to any other persons, or from any damage to
any property sustained in connection with this contract which results from any negligent acts or
omissions of any of its officers, directors, employees, agents, servants, or independent contractors, or
from the Contractor's failure to provide for the safety and protection of its employees, or from
Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract,
whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under
this Contract shall continue after the termination of this Contract with respect to any liability, loss,
expense or damage resulting from acts occurring prior to termination for claims arising out of
Contractor's professional services. Contractor will indemnify and hold harmless indemnities from and
against any and all claims to the extent caused by the negligent performance or non-performance of
services under this Agreement by Contractor, its employees, agents, or subconsultants, either as a sole
or contributory clause.

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-22-042 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-042, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

ATTEST:  COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director

ATTEST:  FRENCH & PARRELLO ASSOCIATES

By: (print)  
Title:
May 20, 2022

Kim Larter, Qualified Purchasing Agent
Purchasing Department
COUNTY OF GLOUCESTER
2 S. Broad Street
Woodbury, New Jersey 08096

Re: Proposal for Countywide Material Testing and Inspection of Concrete, Asphalt and Soil
Gloucester County RFP No. 22-042
FPA No. 1827.T14

Dear Ms. Larter:

French & Parrello Associates (FPA), a New Jersey corporation, is pleased to submit one original and five copies of the above referenced proposal. We are confident that you will find our firm’s experience and assigned personnel a perfect fit for the various Gloucester County Capital Projects associated with this Request for Proposal. We have a thorough understanding of the issues and constraints present with the County’s Capital Projects as demonstrated in this technical proposal.

FPA has assembled a team of highly qualified professionals, each are highly respected and available to proceed with work on this project at the County’s request. It is our objective to successfully provide the County with a quality work product that will meet the goals and project schedule outlined in the Request for Proposal. Our project manager and team members are committed to the overall success of this project.

If selected, we look forward to working with Gloucester County on the various projects throughout the County. We are committed to the overall success of the various projects and the benefits it will offer to the residents of Gloucester County and the motoring public.

Respectfully submitted,

FRENCH & PARRELLO ASSOCIATES

Michael Schappert, PE
Project Consultant
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
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<td>$ 575.00</td>
<td>$ 5,750.00</td>
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<td></td>
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<td>Trip</td>
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<tr>
<td>18</td>
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<td>Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate</td>
<td>$ 555.00</td>
<td>$ 2,220.00</td>
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<td>19</td>
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<td>Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime</td>
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<td>NJSAT plant level 2 technician for plant QC-Day rate</td>
<td>$ 660.00</td>
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<td>21</td>
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<td>¾ Day</td>
<td>NJSAT plant level 2 technician for plant QC-Day rate</td>
<td>$ 508.00</td>
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<td>22</td>
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<td>Day</td>
<td>NJSAT plant level 2 technician for plant QC-night &amp; weekend rate</td>
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<td>24</td>
<td>20</td>
<td>Hr</td>
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<td>5</td>
<td>Each</td>
<td>Cancellation charge (cancellation less than 4hrs prior to scheduled inspection)</td>
<td>$ 200.00</td>
<td>$ 1,000.00</td>
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<tr>
<td>26</td>
<td>5</td>
<td>Trip</td>
<td>IRI Testing</td>
<td>$ ..</td>
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</table>

**Total Amount Bid** $ 125,212.50
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs,
counsel fees and/or experts’ fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor’s services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor’s failure to provide for the safety and protection of its employees, or from Contractor’s performance or failure to perform pursuant to the terms and provisions of this Contract. 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-22-042 issued by the County, and the Contractor’s Proposal. Should there occur a conflict between this Contract or RFP-22-042, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

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

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director

**ATTEST:**

**PENNONI ASSOCIATES, INC.**

By: (print)

Title:
May 20, 2022

GCEDX22006

Kim Larter, Qualified Purchasing Agent
Purchasing Department
County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

RE: Request for Proposals: Countywide Material Testing and Inspection | RFP 22-042

Dear Ms. Larter:

Pennoni has been a long-time partner with the County of Gloucester for multiple professional engineering services. One of our three AASHTO accredited laboratories is located in Haddon Heights, New Jersey. We have a successful track record in meeting our clients' needs on a variety of different types of open-end, on-call inspection, testing, and engineering contracts. The Pennoni Team brings a combination of qualifications, depth of personnel, breadth of capabilities, expertise, and experience in a locally headquartered engineering, testing and inspection firm. As with our current and completed contracts, Pennoni is prepared to commit the necessary resources to successfully provide materials testing services for Gloucester County.

Pennoni has been providing Construction Materials Testing services in New Jersey for more than 20 years. Our team of qualified inspectors and certified technicians are supervised by our highly qualified project managers who is a registered Professional Engineer with extensive experience overseeing this work. Pennoni’s Construction Services Division is accredited by the International Accreditation Service (IAS) to ISO/IEC standard 17020:2012 and our inspectors and technicians have certifications from the New Jersey Society of Asphalt Technicians (NJSAT) and the American Concrete Institute (ACI), in addition to other certifications. Our comprehensive construction materials testing laboratories are AASHTO-accredited and located within proximity to Gloucester County. We use the latest web-based electronic data collection and field reporting software to help facilitate detailed and timely documentation and reporting that aid our clients in delivering quality construction projects on schedule.

Pennoni has the necessary qualifications, expertise, and experience providing extensive materials testing services during the construction of public works infrastructure projects, including work for Atlantic County, Burlington County, Ocean County, Essex County, the New Jersey Turnpike Authority, New Jersey DOT, and many more public and private clients. Our staff includes acknowledged leading professionals in the construction materials testing and inspection arena. The Pennoni Team possesses a unique combination of experts in geotechnical engineering, structural engineering, construction materials testing and inspection with expertise in asphalt, aggregate, soils, and concrete, based locally in New Jersey.

We are excited to team with Advanced Infrastructure Design, Inc. (AID) which will perform the International Ridesability Index (IRI) testing for this project. AID is local firm that is AASHTO accredited and a certified Die, ESBE, SBE, and WEB.

We look forward to the opportunity to work with Gloucester County and your teaming partners to help deliver quality projects, on schedule and on budget. We thank you for affording us this opportunity to submit our proposal. Please contact us if you have any questions or need additional information.

Sincerely,

PENNONI ASSOCIATES INC.

Michael Padula, CWI, PE
Associate Vice President

Edward P. Guetens
Vice President
<table>
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<tr>
<th>Item</th>
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<th>Unit</th>
<th>Description</th>
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<td>Soil Wash Gradation</td>
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<td>$550.00</td>
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<td>5</td>
<td>Each</td>
<td>Proctor Analysis &amp; Wash Gradation</td>
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<td>$1,500.00</td>
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<td>Each</td>
<td>Soil Sampling/Pick up only</td>
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<td>Hrs</td>
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<td>$11,500.00</td>
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<td>Concrete Field Monitoring &amp; Testing (4hrs)</td>
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<td>9</td>
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<td>Hrs</td>
<td>Overtime- Concrete Field Monitoring</td>
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<td>Each</td>
<td>Testing of Concrete Cylinders</td>
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<td>11</td>
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<td>Nondestructive Concrete Testing- Windsor Probe</td>
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<td>$1,550.00</td>
<td>$36,250.00</td>
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<td>15</td>
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<td>Lots</td>
<td>Drill 6&quot; cores &amp; perform, air void &amp; thickness analysis, top (variable thickness 2&quot;-3&quot; &amp; 4&quot; base)</td>
<td>$2,000.00</td>
<td>$18,000.00</td>
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<td>16</td>
<td>350</td>
<td>Each</td>
<td>Patch/Core Hole Area with cold asphalt Patch</td>
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<td>Trip</td>
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<td>Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime</td>
<td>$90.00</td>
<td>$425.00</td>
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<td>NJSAT plant level 2 technician for plant QC-Day rate</td>
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<td>NJSAT plant level 2 technician for plant QC-Day rate</td>
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<td>NJSAT plant level 2 technician for plant QC-night &amp; weekend rate</td>
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<td>½ Day</td>
<td>NJSAT plant level 2 technician for plant QC-night &amp; weekend rate</td>
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<td>Hr</td>
<td>NJSAT plant level 2 technician for plant QC-overtime rate</td>
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<td>$1,900.00</td>
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<td>25</td>
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<td>Each</td>
<td>Cancellation charge (cancellation less than 4hrs prior to scheduled inspection)</td>
<td>$200.00</td>
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<td>26</td>
<td>5</td>
<td>Trip</td>
<td>IRI Testing</td>
<td>$4,250.00</td>
<td>$17,850.00</td>
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**Total Amount Bid** $151,270.00
RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH TAG’S AUTO SUPPLY, INC.

WHEREAS, by Resolution adopted October 19, 2019, the County of Gloucester awarded a contract to Tag’s Auto Supply, Inc. for the supply and delivery of automotive parts and accessories as per PD-019-048, from October 19, 2019 to October 18, 2021, with the option to extend the contract for one (1) two-year period or two (2) one-year periods, in an amount not to exceed $140,000.00 per year; and

WHEREAS, by Resolution adopted on September 15, 2021, the County authorized its final option to extend the contract for a two-year period from October 19, 2021 to October 18, 2023 in a total amount not to exceed $140,000.00 per year; and

WHEREAS, an amendment is necessary due to unforeseen additional auto parts required, thereby increasing the contract in an amount not to exceed $28,000.00 (20%), resulting in a total contract amount not to exceed $168,000.00 through October 18, 2022; and

WHEREAS, the contractor will continue to be engaged on an as-needed basis which does not obligate the County to make any purchase, and therefore no Certificates of Availability of Funds are required at this time; 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 an amendment to the contract with Tag’s Auto Supply, Inc. for additional automotive parts required, thereby increasing the contract in an amount not to exceed $28,000.00, resulting in a new total amount not to exceed $168,000.00 through the second year of the contract; and

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

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

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
TAG’S AUTO SUPPLY

THIS is an amendment to a contract which was entered into on the 6th day of July, 2022, between the COUNTY OF GLOUCESTER, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and TAG’S AUTO SUPPLY, of 200 Century Parkway, Suite B, Mt. Laurel, NJ 08054, hereinafter referred to as “Contractor”.

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

This Amendment is necessary for unanticipated, additional automotive supplies needed, thereby increasing the contract in an amount not to exceed $28,000.00 (20%), resulting in a new total contract amount not to exceed $168,000.00 through October 18, 2022.

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

THIS AMENDMENT is effective as of the 6th day of July, 2022.

ATTEST: COUNTY OF GLOUCESTER

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

ATTEST: TAG’S AUTO SUPPLY

By: FRED G. TARTAGLIONE
Title: PRESIDENT
RESOLUTION AUTHORIZING A CONTRACT WITH RIGGINS, INC.
FROM AUGUST 4, 2022 TO AUGUST 3, 2024 IN AN AMOUNT NOT
TO EXCEED $1,000,000.00 PER YEAR

WHEREAS, the County of Gloucester has a need for the supply and delivery of gasoline and ultra-low sulfur diesel fuel for use by the Public Works Department, Division of Fleet Management, as set forth in bid specifications PD-22-021; and

WHEREAS, bids were publicly received and opened on June 9, 2022, and after following proper bid opening and evaluation procedure, it was determined that Riggins, Inc. of 3938 S. Main Road, Vineland, NJ 08396 was the sole responsive and responsible bidder, in an amount not to exceed $1,000,000.00 per year; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute and the Clerk of the Board to attest to, a contract with Riggins, Inc. for the supply and delivery of gasoline and ultra-low sulfur diesel fuel for use by the Public Works Department, Division of Fleet Management, as set forth in bid specifications PD-22-021, from August 4, 2022 to August 3, 2024 in an amount not to exceed $1,000,000.00 per year; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 5, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
**PD 22-031**

**Bid Opening:** 6/8/2022 10:00am

**SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF GASOLINE AND ULTRA LOW SULFUR DIESEL FUEL FOR GLOUCESTER COUNTY PUBLIC WORKS DEPARTMENT DIVISION OF FLEET MANAGEMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-91-96 & 16GLCP**

**VENDOR:**
Riggs Inc.
3918 S. Main Rd
Vineyard, NJ 08360
Peel Riggs President
856-825-7600
856-825-2270 FAX

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<td>ULTRA LOW SULFUR DIESEL FUEL</td>
<td>+$0.974</td>
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<tr>
<td>2</td>
<td>GASOLINE 87 OCTANE UNLEADED</td>
<td>+$0.974</td>
</tr>
<tr>
<td>3</td>
<td>GASOLINE 89 OCTANE UNLEADED</td>
<td>-$0.035</td>
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<tr>
<td>4</td>
<td>GASOLINE 93 OCTANE UNLEADED</td>
<td>-$0.049</td>
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<tr>
<td>5</td>
<td>ULTRA LOW SULFUR DIESEL FUEL (WINTER BLEND)</td>
<td>+$0.994</td>
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**Variations:** (if any)
Willing to extend prices to any local contracting unit with tanks of 4000 gal. or greater. Smaller tanks would be charged delivery fee of $75.00 per delivery.

**Contract Contact:** Jen Martian 856-825-7600 x1013
**Placing Orders Dispatch:** 856-825-7600, option 2

**TRADE NAME OR BRAND NAME OF PRODUCTS OFFERED:** RIGGINS

**LOCATION OF BIDDER’S BULK STORAGE TANKS:**
VINELAND AND CAPE MAY COURTHOUSE, NJ

This is a (2) two year contract with (1) one two year extension or (2) two one year extensions.

**Will you extend your prices to local government:** YES

**entitles within the County**

**Bid specifications sent to:**
PEXPress
Detak
Mansfield
Parroleum Traders
Prime Vendor

**Based on the bid received I recommend that Riggs, Inc. be awarded the contract as the lowest responsive, responsible bidder.**

Sincerely, Kimberly Larter, Qualified Purchasing Agent
RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH
ZOLL DATA SYSTEMS, FROM MAY 1, 2022 TO APRIL 30, 2023
FOR $48,000.00

WHEREAS, the award of a contract by the County under and pursuant to the emergency
provision of the Local Public Contracts Law, and regulations promulgated thereunder for the
continuous utilization of the emsCharts on-line patient case reporting system; and

WHEREAS, the said contract was exempt from public bidding, as it was required for an
emergency purchase related to patient care reporting, which was not anticipated, as set forth in
N.J.S.A. 40A:11-6, as certified by Andy Lovell; NJ MICP, NREMT/P, Chief - Gloucester
County EMS Coordinator; and

WHEREAS, on April 22, 2022, DM Medical Billing was declared in default of the
contract with the County of Gloucester for non-performance and the contract was terminated. In
order to maintain continuity of the GCEMS operation, Gloucester County EMS and the County
of Gloucester must contract with the provider of the emsCharts platform for patient care
reporting and remain in compliance with N.J.A.C. 8:40 and other statutory requirements
requiring the provision of data elements to the New Jersey Department of Health; and

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

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and
Contracts) in order to obtain the system and contracted with Zoll Data Systems, with a mailing
address of 11802 Ridge Parkway, Suite 400, Broomfield, Colorado 80021; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the
emergency provisions for $11,813.85, pursuant to C.A.F. No. 22-05593, which amount shall be
charged against budget line item 2-01-25-250-002-20299.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of
the County of Gloucester that the emergency contract awarded by the County to Zoll Data
Systems for the purchase of the emsCharts platform for patient care reporting, pursuant to and in
accordance with the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners of the County
of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the
Clerk of the Board is authorized to attest to the execution of the contract with Zoll Data Systems,
from May 1, 2022 to April 30, 2023, for $48,000.00.

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

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ZOLL DATA SYSTEMS

THIS CONTRACT is made effective the 6TH day July, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad
Street, Woodbury, New Jersey 08096, hereinafter referred to as “County,” and ZOLL DATA
SYSTEMS with a mailing address of 11802 Ridge Parkway, Suite 400, Broomfield, Colorado
80021, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there existed a need for the County to contract with the provider of the
emsCharts platform for patient care reporting and remain in compliance with N.J.A.C. 8:40 and
other statutory requirements requiring the provision of data elements to the New Jersey
Department of Health; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and
Contracts) in order to obtain the equipment; 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. Contract shall be effective from May 1, 2022 to April 30, 2023.

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

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

3. DUTIES OF PARTIES. The specific duties of the Contractor shall be as set forth in
Attachment A, Contractor’s Invoice dated July 3, 2022, attached hereto and made a part of this
Contract.

   Contractor agrees that it has or will comply with, and where applicable shall continue
throughout the period of this Contract to comply with, all of the requirements of the Contractor’s
Quotation.
4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document and Contractor's Quotation. If there is a conflict between this Contract or the Contractor's Quotation, then this Contract shall control.
THIS CONTRACT shall be effective the _____ day of ____________, 2022.

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

ATTEST:                                      COUNTY OF GLOUCESTER

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

ATTEST:                                      Zoll Data Systems

By:
Title:
INVOICE

BILL TO: Gloucester County EMS
emaxCharts Administrator
1200 North Deleco Drive
Clayton, NJ 08312

SOLD TO: Gloucester County EMS
1200 North Deleco Drive
Clayton, NJ 08312

Invoice Number: D00117799
Customer Number: S00000746
Invoice Date: 06/03/2022
Contract Number: A-S00009461
PO Number: 
Payment Terms: Net 30
Invoice Due Date: 07/03/2022

Charge Description | Service Period | Qty | Unit Price | Total
--- | --- | --- | --- | ---
ZOLL emCharts (Per PCR) | 05/01/2023 - 07/31/2023 | 8,751 | 0.75 | 6,563.25
ZOLL emCharts - Core Modules w/ ZOLL Defibe (Per PCR) | 05/01/2023 - 07/31/2023 | 8,751 | 0.60 | 5,250.60

Subtotal: 11,813.85
Discount: 0.00
Tax: 0.09
Gross Amount: 11,813.85
Invoice Balance: 11,813.85

Please remit to address above.

If you have any questions or need information on your account in general, please email Accountsreceivable@zoll.com, or call 303-801-1856.

We appreciate your business and look forward to assisting with any questions or concerns.
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

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

<table>
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**ORDER DATE:** 06/22/22  
**REQUISITION NO:** R2-05184  
**DELIVERY DATE:**  
**STATE CONTRACT:**  
**ACCOUNT NUM:**

**VENDOR #:** ZOLLDOCS  
**VENDOR:** ZOLL DATA SYSTEMS  
**41802 RIDGE PARKWAY**  
**SUITE 400**  
**BROOMFIELD, CO 80021**

**SALES TAX ID #** 21-6000660

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<td>2-01-25-250-002-20299 Other Expenses</td>
<td>11,813.8500</td>
<td>11,813.85</td>
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<td>PAYMENT FOR EMS CHARTS FOR THE PERIOD OF 5/1/2022 THRU 7/31/2022</td>
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**TOTAL**

11,813.85

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**CLAIMANT'S CERTIFICATE & DECLARATION**

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

**RECEIVER'S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

\[Signature\]

**VENDOR SIGN HERE**

\[Signature\]

**DATE**

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

**DATE**

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

**DEPARTMENT HEAD**

**DATE**

**QUALIFIED PURCHASING AGENT**

**DATE**

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS
FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Department of Emergency Response/EMS Division
   (NAME OF DEPARTMENT)
   ____________________________________________________________

2. THIS EMERGENCY OCCURRED ON June 1, 2022
   (DATE)
   ____________________________________________________________

3. THE NATURE OF THE EMERGENCY IS:
   Gloucester County EMS has utilized emsCharts as the on-line electronic patient care reporting system
   since our inception in 2007. All prior patient care reports (medical record) are created and stored in
   this system. Annual cost was included in our prior contract with DM Medical Billing. On April 22,
   2022 DM Medical Billing was declared in default of their contract with the County of Gloucester for
   non-performance and the contract was terminated. In order to maintain continuity of the GCEMS
   operation, Gloucester County EMS and the County of Gloucester will be contracting directly with Zoll
   Data Systems, the provider of the emsCharts platform, for the patient care reporting system.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE
   HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
   Continued utilization of the emsCharts on-line patient care reporting system will provide GCEMS as
   well as our partner receiving Emergency Departments and our patients, access to medical records for
   all prior patient encounters. All current GCEMS staff members have been previously trained in
   utilization of emsCharts. GCEMS will also remain in compliance with NJAC 8:49 and other statutory
   requirements requiring provision of data elements to the New Jersey Department of Health.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND
   CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR
   SERVICES DESCRIBED IN THE ATTACHED REQUISITION # B2-05184 - THE ESTIMATED
   COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS $ 18,000.00

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT
   OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE
   THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I
   AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD ______________________________ DATE __________
QUALIFIED PURCHASING AGENT ______________________________
APPROVED BY COUNTY ADMINISTRATOR ______________________________
RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH CASWORTH ENTERPRISES, INC. FOR $106,100.00

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for the for the delivery, rental, and removal of eleven (11) 30 yard open top roll containers needed by the County for Tornado Ida; and

WHEREAS, the said contract was exempt from public bidding, as it was required for an emergency purchase related to Tornado Ida, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Dennis McNulty, Emergency Management Coordinator; and

WHEREAS, Dennis McNulty, Coordinator Emergency Management Office notified Kimberly A. Larter, County Qualified Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the containers and contracted with Casworth Enterprises, Inc., with a mailing address of 449 Caulfield Avenue, Deptford, New Jersey 08096; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions for $106,100.00, pursuant to C.A.F. No. 22-05732, which amount shall be charged against budget line item 1-01-46-874-001-20202.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the emergency contract awarded by the County to Casworth Enterprises, Inc. for the delivery, rental, and removal of eleven (11) 30 yard open top roll containers needed by the County for Tornado Ida, pursuant to and in accordance with the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Casworth Enterprises, Inc., for $106,100.00.

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

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CASWORTH ENTERPRISES, INC.

THIS CONTRACT is made effective the 6TH day July, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad
Street, Woodbury, New Jersey 08096, hereinafter referred to as “County,” and CASWORTH
ENTERPRISES, INC. with a mailing address of 449 Caulfield Avenue, Deptford, New Jersey
08096, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there existed a need for the County to contract with the Contractor for the
delivery, rental, and removal of eleven (11) 30 yard open top roll containers needed by the
County for Tornado Ida; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and
Contracts) in order to obtain the equipment; 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.** Contract shall be effective from September 1, 2021 to August 31, 2022.

2. **COMPENSATION.** Contractor shall be compensated in a total contract amount of
$106,100.00.

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

3. **DUTIES OF PARTIES.** The specific duties of the Contractor shall be for the delivery,
rental, and removal of eleven (11) 30 yard open top roll containers needed by the County for
Tornado Ida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.
14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document and Contractor’s Quotation. If there is a conflict between this Contract or the Contractor’s Quotation, then this Contract shall control.

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

ATTEST: COUNTY OF GLOUCESTER

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

ATTEST: CASWORTH ENTERPRISES, INC.

Name:
Title:
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
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<tbody>
<tr>
<td>1.00</td>
<td>DELIVERY AND RENTAL OF ELEVEN (11) 30 YARD OPEN TOP ROLL OFF CONTAINERS TO MANTUA MUA USED BY GC AS NEEDED FOR TORNADO IDA. RENTAL PERIOD 5/5/2021 - 12/31/2021</td>
<td>1-01-46-874-001-20202</td>
<td>58,300.0000</td>
<td>58,300.00</td>
</tr>
<tr>
<td>1.00</td>
<td>DELIVERY AND RENTAL OF ELEVEN (11) 30 YARD OPEN TOP ROLL OFF CONTAINERS TO MANTUA MUA USED BY GC AS NEEDED FOR TORNADO IDA. RENTAL PERIOD 1/1/22-4/2/22</td>
<td>1-01-46-874-001-20202</td>
<td>47,800.0000</td>
<td>47,800.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td>106,100.00</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 person within the knowledge of this claimant to 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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

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

DEPARTMENT HEAD

DATE
COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: ____________________________
   (NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: ____________________________
   (DATE)

3. THE NATURE OF THE EMERGENCY IS:
   ____________________________
   (Lorem ipsum dolor sit amet, consectetur adipiscing elit.)

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH,
   SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
   ____________________________
   (Lorem ipsum dolor sit amet, consectetur adipiscing elit.)

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN
   ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED
   IN THE ATTACHED REQUISITION #32. IT IS ESTIMATED THE COST OF FURNISHING THE
   MATERIALS, SUPPLIES OR SERVICES IS $106,100.00.

   VENDOR NAME: ____________________________

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT
   OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT
   IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM
   SUBJECT TO PUNISHMENT.

   ____________________________
   (NAME OF DEPARTMENT HEAD)

   ____________________________
   (DATE)

   ____________________________
   (QUALIFIED PURCHASING AGENT)

   ____________________________
   (APPROVED BY COUNTY ADMINISTRATOR)
RESOLUTION AUTHORIZING APPLICATION TO NEW JERSEY DEPARTMENT OF TRANSPORTATION AND ACCEPTANCE OF GLOUCESTER COUNTY ELECTRONIC CRASH DATA TRANSFER ENHANCEMENT GRANT IN THE TOTAL AMOUNT OF $63,900.00 FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

WHEREAS, the Gloucester County Office of Emergency Management prepared a Gloucester County Electronic Crash Data Transfer Enhancement Grant application in accordance with the State and Federal Laws and Regulations applicable to the New Jersey Department of Transportation; and

WHEREAS, the Board of County Commissioners of the County of Gloucester deem this to be beneficial to the citizens of the County, the County will use funding to integrate NJDOT's Motor Vehicle Accident Reporting form with the County's Computer Aided Dispatching and Records Management System, which will significantly benefit Law Enforcement throughout 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 $63,900.00, from October 1, 2022 to September 30, 2023.

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 New Jersey Department of Transportation, requesting funds for the Gloucester County Electronic Crash Data Transfer Enhancement Grant, in the total amount of $63,900.00, from October 1, 2022 to September 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.

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

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

Frank J. Dimarco, Director
GRANT REQUEST FORM

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

DATE:

1. TYPE OF GRANT
   X NEW GRANT
   ______ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: Gloucester County Electronic Crash Data Transfer Enhancement Project

3. GRANT TERM: FROM: 10/1/22 TO: 9/30/23

4. COUNTY DEPARTMENT: Emergency Response

5. DEPT. CONTRACT PERSON & PHONE NO. Jay Jones 856-307-7915

6. NAME OF FUNDING AGENCY: New Jersey Department of Transportation

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The New Jersey Department of Transportation (NJDOT) is administering a grant program which enables Public Safety agencies to apply for funding to support enhancements to their records management systems and processes. The Communications Division within the Gloucester County Department of Emergency Response is seeking to apply for funding needed to integrate NJDOT’s Motor Vehicle Accident Reporting form with the County’s Computer Aided Dispatching and Records Management system. This integration would significantly benefit Law Enforcement throughout the county by enabling them to electronically submit their accident reports while working within our dispatch/records management system and simultaneously providing the “crash related analytical data” that NJDOT requires. The current process requires two separate databases to provide the necessary information.

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

   NAME _______________________
   AMOUNT _____________________

   ____________________________
   ____________________________
9. TOTAL SALARY CHARGED TO GRANT $ 0
10. INDIRECT COST (IC) RATE %

11. IC CHARGED TO GRANT:

12. FRINGE BENEFIT RATE CHARGED TO GRANT:

13. DATE APPLICATION DUE TO GRANTOR: 7/8/22

14. FINANCIAL:

   REQUESTED          MANDATED
   GRANT FUNDS      $ 63,900.00
   CASH MATCH       $
   
   IN-KIND MATCH    $
   (Attached Documentation)

   TOTAL PROGRAM BUDGET $63,900.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
   ___ YES          ___ NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. ___ YES ___ NO

   DEPT. HEAD: ____________________________

   Signature

   DATE: 6/24/22

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

DATE RECEIVED BY GRANTS DIVISION:

DATE RECEIVED BY BUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. ____________________________
   Signature

2. ____________________________
   Signature
Gloucester County Electronic Crash Data Transfer Enhancement Project
C-2 Line Item/Budget Narrative

Grant Application $63,900.00

20267 - Outside Computer Services $63,900.00
Funds will be placed in this line item to pay for the Pro Phoenix Corporation, under existing contract with the County, to develop the software modules and associated support services required in order to successfully implement the integration of the NJDOT Accident Reporting Form with the current Dispatch/Records Management system. Maintenance for the first year of the new software would be included at this price.

Total: $63,900.00

Form C-2
June 27, 2022

Board of County Commissioners
County of Gloucester

The New Jersey Division of Highway Traffic Safety is offering an application to the County of Gloucester, Department of Emergency Response, for the Federal Fiscal Year 2023 HTS Federal Highway Safety Grant. The Gloucester County Electronic Crash Data Transfer Enhancement project grant application will be for the amount of $69,500 in the first year of funding which begins on October 1, 2022 and ends on September 30, 2023.

This project serves to improve the timeliness and quality of crash data by providing a software system to take the data directly from County and Municipal CAD system and sending to NIDOT where the data is collected and stored. Crash data will become usable almost instantaneously, instead of the lag times in the current “paper” system. This “Electronic Data Transfer” is a priority for the State of New Jersey, which is why we opened up the SAGE (System for Administrating Grants Electronically) temporarily for the purpose of developing this application.

Sincerely,

Edward J. O’Connor
Regional Supervisor
NIDTS
New Jersey Office of the Attorney General
Division of Highway Traffic Safety (DHTS)

HIGHWAY SAFETY PROJECT GRANT

Guide and Instructions
FY2023
(10/1/2022 – 9/30/2023)
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Welcome and Overview

The New Jersey Office of the Attorney General (OAG) and Division of Highway Traffic Safety (DHTS) thank you for your interest in our grant programs and in traffic safety in general. You, our partners, are a critical part of our efforts to improve safety on the roads of New Jersey. This guide provides basic information on how to apply for a DHTS-administered highway safety grant project for the upcoming program year.

Mission Statement

DHTS is responsible for developing and implementing, on behalf of the Governor, the New Jersey Highway Safety Program. The mission of DHTS is the safe passage of all roadway users in New Jersey as we move towards zero fatalities. To achieve our mission, DHTS promotes statewide traffic safety programs through education, engineering and enforcement activities. DHTS administers and coordinates funding for State and local projects.

Funding Source and Purpose

Our DHTS traffic safety grant program provides federal grant dollars from the National Highway Traffic Safety Administration (NHTSA) for projects to reduce the number of crashes, injuries, fatalities, and related economic losses resulting from traffic crashes on New Jersey’s roadways.

DHTS is responsible for coordinating and managing Section 402 State and Community grants, Section 405 National Priority Safety Program grants, related NHTSA awards and initiatives, and contracts for traffic safety activities received on an annual basis from NHTSA. Funds are to be used for short-term highway safety initiatives, with the intent that other sources of funding will sustain programs over the long term. These federal grant programs operate on a reimbursement basis.

DHTS’s competitive grant process solicits grant proposals for highway safety activities from state, county, and local agencies, statewide non-profit organizations, colleges and universities, hospitals, and other political subdivisions based on a data driven fatal and serious injury crash problem identification. A targeted approach
ensures a statewide effort that will satisfy state-level highway safety goals, with a minimum of 40 percent of federal funds allocated to local jurisdictions. Proposals submitted for funding of traffic safety activities must demonstrate cost effectiveness and the potential to positively impact traffic safety-related goals at both the state and local levels.

By submitting a grant application, your agency, if awarded funding, is committing to join a statewide partnership determined to reduce motor vehicle crashes in New Jersey. Grant applications are expected to be problem identification driven. It is the responsibility of the applicant agency to show how its proposed programming can impact local and state crash statistics which, in turn, will help achieve statewide goals.

DHTS will use the following criteria to determine funding eligibility for each applicant: (1) meet the submission deadline; (2) meet the minimum requirements set forth in this guide; and (3) explain how the proposal will specifically help reduce traffic crashes, fatalities, and injuries.

DHTS will award grants based on: (1) the amount of funding available from NHTSA; (2) the total number of proposals submitted to DHTS; and (3) past performance of the applicant agency (if applicable).

Timeline and Deadlines

The "Federal Highway Safety Grant 2023" application will be available to create, complete, and submit on the SAGE e-grant system beginning January 1, 2022, with a final due date of 11:59 pm on April 30, 2022.

The project period for this grant program will be 10/1/2022 – 9/30/2023.

Priority Areas for Funding

Potential DHTS grantees are strongly encouraged to review the most recent New Jersey Highway Safety plan. The HSP is developed each year by DHTS and submitted to NHTSA for approval. The HSP contains an extensive overview of the traffic safety issues facing the state and establishes priority program areas for the year ahead:
Potential grantees should also review and become familiar with the elements of the New Jersey Strategic Highway Safety Plan, which is a statewide, coordinated safety plan that provides a comprehensive framework for reducing fatalities and serious injuries on all public roads. The SHSP establishes statewide goals, objectives, performance measures and emphasis areas to guide safety programs and investments. The SHSP is developed in consultation with federal, state, local and private safety stakeholders:

https://www.saferoadsforallnj.com/

Program areas for the FY2023 project year that will be given priority consideration for funding include:

- Impaired Driving
  Projects designed to reduce crashes by drivers impaired by alcohol or drugs utilizing proven enforcement and or educational countermeasures.

- Seat Belts
  Projects that utilize proven enforcement and/or educational countermeasures to increase seat belt usage by motorists, thereby reducing unbelted crash injuries and fatalities.

- Pedestrian and Bicycle
  Projects that will use a combination of education, community awareness, and enforcement to protect our most vulnerable roadway users.

- Sustained Enforcement
  Ongoing, data-driven, targeted traffic safety enforcement operations by police agencies focusing on seat belt usage, driver distraction, impaired driving, and/or speed.

- Community Traffic Safety Programs (CTSP’s)
  Local or county-wide traffic safety programs that utilize a steering committee/coalition and data analysis to carry out safety programming targeting specific problem areas.

- Child Passenger Safety
  Projects in this area can be used for car and booster seat fitting and inspection stations and educational efforts. These are typically done through partnerships with local health departments, law enforcement, schools, hospitals and non-profits.
• Young Drivers
  Projects focused on increasing safe driving by newer drivers including GDL education and awareness, distracted driving prevention, seat belt compliance, and risky driving behaviors.

• Mature Drivers
  Projects in this area should focus on helping the state’s older driving population maintain safe driving skills as well as developing alternatives for when safe driving is no longer possible.

• Data/Traffic Records
  Traffic records data serves as the primary source of knowledge about New Jersey’s transportation environment. Projects should endeavor to enhance the timeliness, accuracy, completeness, integration, and accessibility of the state’s traffic crash data systems.

• Motorcycle
  This area funds projects that seek to reduce the rate of serious motorcycle injury crashes and fatalities. Projects can support educational and awareness efforts related to motorcycle safety, proper safety gear and training, and “share the road” messaging.

New for FY2023: Equity focus.

All applicants are expected to give consideration within their project proposals to develop strategies that focus on inequitable harms to different populations. If the lead agency for the grant is not community based and representative of those being served, the planning, implementation, and evaluation of the project should be done in collaboration with the people and communities who will be impacted by the strategies. Decision-making should be shared, and culturally appropriate messaging and materials used throughout the project.

Prevention strategies that address outer levels of the social ecology (societal, community, and organizational) are the most likely to impact the greatest number of people, and are not one size fits all approaches, but should include considerations on how to assess, understand, and prevent inequitable impacts, and have support from local community and cultural leaders before being implemented.
Important Considerations

Reimbursement Only Policy

This federal grant program operates on a reimbursement basis. The administering agency must first incur the cost for approved expenditures and then submit a request, in the SAGE e-grant system, for reimbursement. Appropriate and accurate documentation will be required for each expense.

Eligible Entities

To be eligible to receive funds under this federal grant program, the proposing agency must be one of the following:
- Local unit of government (e.g., county, city, township, village, etc.) Law enforcement agencies apply for funding through their unit of government.
- College or University.
- State agency.
- Non-profit organizations that operate statewide.
- Entities not listed above may be eligible for funding as a sub-recipient through an entity listed above.

Required Personnel

Project Director – The project director will oversee the daily activities of the grant and ensure that the scope of work and evaluation are completed as proposed. This individual will serve as the primary contact person for DHTS for the grant.

Fiscal Officer – The fiscal officer is responsible for the fiscal activities of the agency and is generally the Treasurer or CFO. This individual is responsible for overseeing the grant’s budget, as well as submitting properly prepared claims for reimbursement to DHTS.

Authorizing Official – The authorizing official is usually the head of the organization/agency applying for funding (ex. Mayor, Business Administrator, Executive Director, etc.). This individual will sign the grant application and must have the authority to enter into an agreement with DHTS, should the proposal be approved for funding.
Grant Period and Project Commencement

This federal grant has a 12-month Project Period (October 1 – September 30). Each approved grant application will begin grant activity based upon the approved project period stated in the grant. It will terminate at the end of the federal fiscal year (September 30, 2023), unless otherwise specified in the agreement. No costs will be reimbursed for any activity performed outside of the approved Project Period. Unspent funds that remain at the end of the Project Period will be retained by DHTS and returned to the overall funding pool for the next program year. FINAL GRANT REIMBURSEMENT CLAIMS MUST BE RECEIVED NO LATER THAN 10/31 OF THE GRANT YEAR.

Non-Allowable items:

The following items are not allowed in this federal grant program:

- Costs for land.
- Costs for construction or reconstruction of permanent facilities, such as paving, driving ranges, towers, and portable and non-portable skid pads are not allowable.
- Costs for construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures. Examples of office furnishings and fixtures:
  - Desk
  - Credenza
  - Storage Cabinet
  - Chair
  - Bookcase
  - Portable Partition
  - Draperies & Hardware
  - Table
  - Filing Cabinet
  - Picture, Wall Clock
  - Shelving
  - Floor Covering
  - Coat Rack
  - Fixed Lighting/Lamp
- Costs for highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under the NHTSA Highway Safety Grant Funding Guidance Allowable Costs with Conditions for selected Items, Part II.A.2), luminaire supports, and utility poles are not allowable. (FHWA safety construction Federal-aid funds are available.)
Data

All DHTS grantees are expected to be data-driven in their projects. To that end, a thorough analysis of local crash data is required for all grant proposals. To assist potential grantees in accessing and analyzing New Jersey motor vehicle crash data, the Crash Analysis Tool (Numetric) was developed and is available for access by DHTS grantee agencies. The Crash Analysis Tool is a critical program that is used in all aspects the Division’s traffic safety work and our grantees are encouraged to make use of it.

The Numetric site can be found here:

https://cloud.numetric.com/signin

For information on access to the Crash Analysis Tool, the DHTS contact is:

Joe Weiss
(609) 376-9667
Joseph.Weiss@njaog.gov

Supplanting

Supplanting is the replacing of routine or existing State or local expenditures with the use of Federal grant funds and/or using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local or nonprofit agency. Supplanting is prohibited.

Lobbying

The costs of influencing U.S. Congress, federal agency officials and/or state agency officials/staff for activities associated with obtaining grants, contracts, cooperative agreements or loans is unallowable. The use of federal funds for reimbursing expenses for lobbying activities is also not allowable. However, federal regulations do not restrict reimbursement of a potential sub-recipient for providing factual information or educational services upon request from a legislative body.
Monitoring

DHTS has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The staff of DHTS will schedule on-site visits at the mutual convenience of DHTS and the project director or designee.

It is expected that you document the work of your grant project. DHTS may request proof of the work done under the grant. Financial records, correspondence, meeting minutes, media archives, reports and other materials will help to document your use of grant funding. For enforcement projects, surveys, time keeping records, ticket and crash reports should be maintained by the project director. Equipment purchased should be available for inspection.

SAGE User Accounts

The first step in applying for grant funding from DHTS is to establish the proper user accounts in the SAGE e-grant system.

If your agency has previously applied for an NJDHTS grant in Blue SAGE and you have no recent changes in personnel (Project Director, Finance Officer, Authorized Official) you may proceed to the instructions on the next page.

ALL CURRENT AND POTENTIAL GRANTEES (GOVERNMENTAL AND NON PROFIT) PLEASE BE ADVISED THAT EFFECTIVE JANUARY 31, 2022 YOU WILL MANAGE YOUR BLUE SAGE USER ACCOUNT IN BLUE SAGE:

***If your department has never submitted a SAGE application to NJDHTS or if you need to make changes to your account your AUTHORIZING OFFICIAL (Mayor or designee) must log in to BLUE SAGE to assign the proper roles and establish/add any new users. Every municipality and county already has an assigned AUTHORIZING OFFICIAL in BLUE SAGE. Again, please note that this is a new procedure for some users. Municipal and county SAGE users formerly managed their accounts in Green SAGE. That is no longer the case.

The link for BLUE SAGE is:

The SAGE roles that need to be established in BLUE SAGE to submit an NJDHTS grant application are:

1. **AUTHORIZING OFFICIAL** (Mayor)

2. **AGENCY ADMINISTRATOR** (Project Director – the person who actually fills out the application and coordinates the grant for the agency, usually the Traffic Unit rep.)

3. **AGENCY ADMINISTRATOR** (CFO/Treasurer)

***There is a third SAGE role (Agency Staff) in which personnel can be assigned. However, individuals in this role will be able to assist, but not create or submit any grants or reports in SAGE.

***Any further questions or issues regarding SAGE users and access can be directed to the NJDHTS contacts listed later in this guide. Nonprofit agencies that have not previously applied for a grant should reach out for assistance in getting SAGE access.

**SAGE Link and Training Webinar**

The login page for Blue SAGE is:

https://njsage.intelligrants.com/Login2.aspx?APPTHEME=NISAGE

New grant applicants are encouraged to watch this online training video:

https://njsage.intelligrants.com/Documentation/NISAGE/HTS_1G16_granteetraining.mp4

10
Creating Your Application in SAGE

The Sage “Agency Administrator” for your agency should log in to BLUE SAGE, and from your HOME page:

Go to the “View Available Opportunities” section and click the blue tab “VIEW OPPORTUNITIES”.

Click the drop-down bar next to “Provider” and then click on “NJSAGE HTS”.

Then click the blue tab “FILTER”.

You will then see the grant “HTS Federal Highway Safety Grant 2023” with its description and relevant project dates.

To apply for the grant, click on the blue tab “APPLY NOW”.

This will create your application and take you to the Menu page of your application.

To return to this screen at any time, click on the green link “Menu”.

To return to the home page that you see when you first log in, click on the gray “Home” tab to the upper left of the page. (NOTE: From the “Home” page you can now access your application through the “My Tasks” section of the home page.)

From the “Menu” page of the application, you will see the pages of the application that need to be filled out by hovering over (or clicking on) the green link “Forms Menu”.

You must fill out the requested information on each of the pages (marked with an asterisk) and be sure to SAVE each page.
Grant Application Instructions

SECTION 1 – GENERAL INFORMATION AND NARRATIVE

General Information.

Enter the required information on this page including your Project Title and Project Period dates (generally 10/1/2022-9/30/2023).

If you are a nonprofit agency be sure to check the appropriate box as that will create an additional page in the application that you must complete.

Note: State, county, and local government entities, colleges/universities, are NOT nonprofit organizations for this grant program.

REMINDER: You can navigate and access the different forms/pages of your application at any time by hovering over or clicking on the green “Forms Menu” link. To return to the main menu page of the application click on the green “Menu” link.

Contact Information.

Fill in all of the requested contact information for the Project Director, Financial Director, and Authorizing Official for your grant application.

If the Financial Director wishes to designate another representative (FROM THE FINANCE OFFICE) to sign grant reimbursement documents, a letter with the designation should be attached on this page.

Narrative Description of Project

Problem Statement

When completing the Problem Statement portion of the application, the following questions should be answered:
1. WHAT is the traffic safety problem you are seeking to address? (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.)
2. What are the effects of the problem and WHO is being affected?
3. What EVIDENCE can you provide that there is a problem – do you have data (local, county, state) to back up the description of the problem?
4. What is the history of the problem within your jurisdiction and what steps have been taken previously to address the problem?
5. HOW will your project address the issue(s) identified?
6. HOW will your project change the numbers of those effected by this problem?
7. WHAT are the steps (countermeasures) you plan to take to address the issue?
8. What methods will you use to create a long-term change in this problem?

- Good, timely data is critical here, from multiple sources if possible, covering multiple years (for example, data from 2019-2021 would be acceptable).
- Data should be presented directly relating to the jurisdiction from which it comes (state, county, or local).
- If possible, a comprehensive scope of data should be provided beginning at the state level and progressing from there down to the county or local level. If the applicant is a county or local agency, does the data show that they are over-represented in one of more traffic safety priority areas?
- The application should include specific target areas or populations based on the data.
- Direct linkage should be demonstrated between the data and problem identification.
- Countermeasures chosen to address identified safety issues should be appropriate based on the data and problem identification presented. Consult the most recent edition of the NHTSA document “Countermeasures that Work” for more information:


Objectives

Specific and measurable objectives for your project must be included here, directly relating to the information provided in the Problem Statement.

Depending on your project, you may need to include several sets of Objectives, Tasks, and Activities.
Objectives should be action oriented (reduce, increase, raise, etc.) and need to be written as “S.M.A.R.T.”:

Æ Specific: Who is the target population? Who is doing the activity? What action or activity?
Æ Measurable - How much change is expected?
Æ Achievable – Can it be accomplished?
Æ Realistic – Can it be completed in the stated period with the available resources?
Æ Time-phased – When will the objective be met?

You can use the following format to help you write your S.M.A.R.T. objectives:

(Increase/Decrease) the (count/rate/percent) of (measure) in (geographical region) from (baseline count/rate/percent) to (goal count/rate/percent) by (date objective is to be achieved).

Example 1: Increase the percentage of teen drivers wearing seat belts in Smith Township from 79% to 83% by September 30, 2024.

Example 2: Reduce the number of pedestrians injured in crashes in Smith Township from 215 (three year average 2019-2021) to 185 by September 30, 2024.

Example 3: Reduce the number of annual impaired driving crashes in Smith Township from 140 (three year average 2019-2021) to 110 by September 30, 2024.

Tasks

The Tasks are the “action” steps that you will take to achieve your Objective(s). Tasks should also be specific, measurable, action-oriented, realistic, and time bound as much as possible.

Examples are:
10 presentations on GDL will be conducted in our town’s high school by (specific date).
5 fixed DUI enforcement checkpoints will be conducted by (specific date).
25 social media posts will be generated by (specific date).
Conduct 50 CarFit senior driving presentations at our town’s senior center by (specific date).
Etc.
Activities

Activities comprise the action plan for the project. In a detailed and concise way, the activities describe what you will do to achieve your program Objective(s) and Tasks.

Provide, list, or describe specific planned activities that your agency will perform. Activities should describe:
• What will be done,
• Who will do it, and
• When it will take place.

Example 1: Between October 1, 2022 and September 30, 2023, the Smith Township Traffic Safety Coalition will meet monthly to plan and implement our project to improve graduated driver licensing (GDL) policy, education and enforcement.

Example 2: Between October 1, 2022 and May 30, 2023, students at Smith Township High School will provide monthly traffic safety messaging outreach to peers through classroom presentations, social media competitions, social norming campaigns, policy discussions with school administrators, surveys, and other activities.

Example 3: Between October 1, 2022 and May 30, 2023, the Smith Township Police Department will conduct monthly, unannounced GDL enforcement checkpoints at Smith Township High School at the start or end of the school day.

Methodology (Methods)

The information entered on this page should provide the “HOW” of your project implementation, i.e. how you plan to carry out your activities and tasks and who you will be partnering with in your efforts.

The idea here is to summarize your project in a way that shows ongoing, well thought out programmatic efforts in education, awareness, and enforcement, more than simply one-off events.

Be sure here to describe your planned efforts to meet the equity requirement in terms of fostering community collaboration and support.
Your community engagement efforts should offer diverse and traditionally underserved communities the opportunity to share knowledge and decision-making. It should consider the diversity, values and cultural beliefs within a community and work with community members to assess needs, address issues, and seek innovative solutions. Describe the partners, coalitions, and other groups who will be involved in the planning, implementation, and evaluation of this project. Discuss how the lead agency will share knowledge and decision making with these community members and project partners.

Milestones

For each major project “Task” listed on the “Narrative Description of Project” page, provide a specific timeline for when the various activities will be carried out. The Milestones provided should demonstrate a realistic timeline for the project, including dates for various activities.

The timeline should reflect the flow of the grant activities to achieve the outcomes within the timeframe of the grant. Evaluate the number of weeks/months needed to complete each activity, allowing enough time to evaluate the success of the activities.

The timeline should reflect your step-by-step plan to complete activities by the end of the grant period. Be as specific as possible rather than just indicating that everything will be completed by the grant end date.

Evaluation

When completing the evaluation portion of the application, you should address two types of evaluation:
1. How will you assess the success of your objectives and tasks (for example, comparing crash data from before to after your project implementation) and,
2. How will you assess the impact your activities had in any positive outcomes?
Administrative (Performance) Evaluation

Questions you should answer here include: What metrics and data will be used to evaluate your project? How will this data be collected and analyzed to aid in the evaluation? What other tools will be utilized?

Give some thought also here to process evaluation metrics including, for example, numbers of people attending presentations, lists of partners (new and old) represented and participating in meetings, and descriptions of activities completed or modifications made to planned activities due to unforeseen circumstances.

Identify the measures you will use to track progress toward the achievement of your objectives. (Examples: number of pedestrians injured in crashes, seat belt use rate, child seat misuse rate). When possible indicate the source from which you will collect the data. (Examples: FARS, Numetric, observational surveys, local police agency crash reports.)

Also, describe how project results and data will be shared with partners, stakeholders, and communities involved in and impacted by the project.

Impact (Efficiency) Evaluation

How will you assess what impact your project activities had? Some possible measures here include state or local surveys, before/after skills or knowledge assessments, and descriptions in changes to policies, systems, or practices. Positive changes in crash and injury data is always the most important evaluation metric to highlight.

Because of the time lag in the availability of up-to-date crash data, it will not always be possible to evaluate your project in real time. Rather, you should review the current status of your objective measures to determine whether there has been a change (compared to the established baseline) and if the change is in the right direction.

Subsequent Years

Describe your projected funding needs to continue this project for the next 1-3 years, if applicable, and describe your plans for reducing reliance on DHTS grant funding in the future, including a long-term plan for the programmatic
development and ongoing financial support of the project. If this project uses outside funds in addition to those provided from this grant, list the type and approximate amount of other funding. A plan to eventually become self-sufficient needs to be included here.

Acceptance of Conditions

Please read the attached document and check the box that you agree to the grant Terms and Conditions. A copy of the Terms and Conditions can be found at the end of this guide (Appendix A).

Project Location

Select your county and your municipality (if applicable) and save the page.

Certification Regarding Debarment and Suspension.

Please read the attached document and check the box that you agree to the terms and conditions. Federal funds cannot be awarded to entities that are excluded or disqualified from participating in federal contracts or grants. The grantee must certify here that neither it nor its principals (including sub grantees) are presently suspended from receiving federal funds.

Federal Financial Accountability and Transparency Act Information Form

If your grant application to DHTS is for $25,000 or more, you must download, complete and attach the form on this page.

Federal Single Audit.

Check yes or no to indicate if your agency receives more than $750,000 in federal funding per year. If yes, you must download the attached forms, complete the forms, and scan and attach the completed forms to this page.
Any DHTS grantee that expends $750,000 per year in federal funds (from all sources) is subject to Federal Single Audit requirements. These grantees must submit proof that they have filed their required federal single audit and that there are no outstanding findings.

SECTION 2 – BUDGET AND SIGNATURES

For each budget section of your application, grant funding being sought from DHTS should be listed in the “FEDERAL SHARE” column.

Salaries and Wages

Grant funded payment of personnel costs is allowable when necessary to achieve the goals of the grant agreement. Only reimbursement for actual hours worked are allowable. Labor costs based on a percentage of hours worked will not be accepted for reimbursement. Leave hours (i.e., sick, vacation, personal, holiday, etc.) are not reimbursable as direct labor hours.

The name of the individual, number of hours to be worked, and hourly salary rate must be included on this page.

Activity Reports are required for all Personal Services hours on this federal grant program. These reports, at a minimum, must document the date worked, the number of hours worked that day, and a detailed explanation of activity performed. This document must be signed and dated by the individual and their immediate supervisor and must be submitted as part of the reimbursement process.

Fringe Benefits

If fringe payments are to be included, the rate listed must be reasonable and you must explain what is included in the calculation.

Travel

In-state travel costs necessary for the implementation of the project (such as mileage, tolls, parking, etc.) are allowable as is out of state travel to traffic safety related conferences or training.
Note: there are specific regulations governing out of state travel and what parts DHTS will reimburse for. See Appendix B for the most recent guidelines.

Enforcement/Education Details

Grant funded overtime enforcement or educational activities must be summarized and listed on this page. The current maximum allowable hourly rate for enforcement activities is $70 per hour. (new for FY2023).

Miscellaneous Personal Services

Items that should be listed here, if applicable to your project, including the cost of training personnel for traffic safety purposes, postage, memberships, subscriptions, and costs related to events. Check with your DHTS program advisor if you have any questions about the allowability of a potential expense.

Contractual Services

If the grantee proposes entering into contractual services with an entity to help further the objectives of the project, the contractual arrangement should be listed on this page.

A copy of the proposed contract with itemized costs should be attached for review by DHTS.

Commodities

Commodities that should be listed on this page include office supplies and other expendable materials needed during the course of normal operations of the project as well as educational materials to distribute in support of the traffic safety program. As per federal regulations, items purchased for giveaway in support of your program can generally be PRINTED MATERIALS only.

A project's educational materials, such as pamphlets, books, booklets, brochures or palm cards that are used to inform the public about safety topics are allowable. Promotional items, such as pens, key chains, or reflectors are not allowed.
See Appendix C, "NHTSA Guidelines for Grant Related Purchases", for the most recent guidance on this issue.

Note: If your grant is approved, commodities must be ordered (PO issued) no later than August 1 of the grant year.

Educational materials produced or purchased should include the following acknowledgement: "Funded by the New Jersey Division of Highway Traffic Safety."

Other Direct Costs

Equipment purchases should be listed on this page. If possible, price quotes for larger equipment purchases should be included.

Note: any equipment that is more than $5,000 per item (including all parts needed to be operational) requires approval from NHTSA prior to purchase.

Buy America Act

The Buy America Act, 23 U.S.C. § 313, prohibits States from using highway grant funds under 23 U.S.C. Chapter 4 to purchase products, unless they are produced in the United States. For compliance purposes, American-made covers any product that is manufactured or assembled in the United States.

If you have any questions on allowable or unallowable equipment costs, contact DHTS while planning your budget and always check before incurring the costs.

Indirect Costs

If a grantee wishes to seek Indirect Costs, there are two options:

1. If the entity has a federally approved and negotiated indirect cost rate, the entity must provide a copy of the federally approved and negotiated indirect cost rate letter with the application.

2. If the entity has never had a federally approved indirect cost rate they can request to claim the de minimus rate (10% modified direct costs calculation).
Additional details on Indirect Cost rates can be found in Appendix A (Grant Terms and Conditions).

Budget Summary

This page will automatically fill with your total budget for the project. Confirm the amounts listed and save the page.

Non-Profit Organization Checklist

For non-profit agency applicants, an additional form is required. Make sure that all required information on the “Non-Profit Organization Checklist” is provided.

Signatures

Three electronic signatures are needed.
Each of the three:
Project Director (In SAGE role “Agency Administrator”)
Financial Director (In SAGE role “Agency Administrator”)
Authorized Official (In SAGE role “Authorized Official”)
must separately log in, check off their approval, enter their name, and save the page. If the “save” box is grayed and the person cannot sign and save the page then you have an issue with that person being in the wrong SAGE role. This is a common problem. If this occurs you should call DHTS (not the State DCA) to address the situation. In most cases this can be easily fixed.

Submitting your Application

Once all three electronic signatures are in place, either the “Authorized Official” or “Agency Administrator” must change the status on the application in order to submit it to DHTS for consideration.

To do this, from any page in the application or from the main “Menu” screen of the application, hover your cursor over (or click on) the green “Status Changes” link.
Beneath "APPLICATION SUBMITTED" click on the blue tab "Apply Status" to submit your grant.

If an error message is shown, go to the appropriate form/page and correct the error.

To confirm that your application has been successfully submitted, check the "Grant Snapshot" on the "Menu" page of your application. If the "Status" listed is "Application in Staff Review" your application has been successfully submitted.

THE DEADLINE TO SUBMIT YOUR APPLICATION IN SAGE TO NJDHTS IS April 30, 2022

DHTS Contact Information

For assistance or questions regarding your application, or DHTS grant programs in general, you may contact the following:

Eric Heitmann
Director
(609) 376-9717
Eric.Heitmann@njoag.gov

Robert Gaydosh
Deputy Director
(609) 376-9706
Robert.Gaydosh@njoag.gov

Ed O'Connor
Region Supervisor, Central
(609) 376-9708
Edward.O'Connor@njoag.gov

Ray Reeve
Region Supervisor, North, South
(609) 376-9713
Raymond.Reeve@njoag.gov

Loresa Daniel
Program Staff
(609) 376-9796
Loresa.Daniel@njoag.gov

Charles Feggans
Program Staff
(609) 376-9703
Charles.Feggans@njoag.gov

Tameka Fogg
Program Staff
(609) 376-9797
Tameka.Fogg@njoag.gov

Drew Nagle
Program Staff
(609) 376-9798
Drew.Nagle@njoag.gov
Appendix A
Grant Terms and Conditions

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY

STATE CONDITIONS

Compliance with State Laws
1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of Highway Traffic Safety (DHTS) concerning all Federal, State, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this subaward. Failure to comply with these laws, rules, regulations, and State Department of Treasury Circular Letters (State Circulars) will be grounds for termination of this subaward.

2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 1:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and State circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and State circulars will be grounds for termination of this subaward.

3. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to $500,000.

Legal Authority for Application
4. The Subrecipient assures that it possesses legal authority to apply for the subaward; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant’s governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds
5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under this Agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under
this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the subaward agreement and in no event be construed as a commitment by the Department to expend funds beyond the termination date set in the subaward agreement.

Performance Period
6. The Subrecipient agrees that the work will be performed within the subaward period. The Subrecipient may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

Method of Payment
7. DHTS grants are awarded and administered on a reimbursement basis. The Subrecipient must incur and pay all costs and then submit to DHTS for reimbursement. Reimbursements will be made if costs are reasonable and allowable, if the approved grant budget is adhered to, and if required supporting documentation is provided verifying the incurred costs. Reimbursements will be made only after receipt by the DHTS of a properly executed copy of this subaward.

Reporting Requirements
8. Unless otherwise directed, the Subrecipient must submit quarterly reports to DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to DHTS no later than fifteen (15) days after the termination of each quarter. A final accomplishment report must be submitted to DHTS within thirty (30) days of completion of the project unless otherwise directed. DHTS reserves the right to withhold payment on reimbursement requests if Subrecipients are delinquent in submitting quarterly and/or final reports, or submit reports that lack sufficient detail or progress during the period in question.

Resolution Required
9. Non-State Subrecipients must pass and submit a resolution authorizing acceptance of the Federal share and responsibility for the match, if applicable.

Non-State Employees
10. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification
11. Non-profit agencies or Local Units of Government. The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient’s
services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient’s services that 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 Subrecipient’s failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient’s responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient’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.

12. State Agencies. The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients

13. In addition to the Federal standards regarding risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered “High Risk”:

a. If the Department determines that a Subrecipient:
   i. Has a history of unsatisfactory performance;
   ii. Is not financially stable;
   iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
   iv. Has not conformed to terms and conditions of previous awards; or
   v. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

b. If a Subrecipient is considered “High Risk,” DHTS may impose additional Specific Conditions or restrictions on the Subrecipient at any time including one or more of the following:
   i. Payment on a reimbursement basis;
   ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
   iii. Requiring additional, more detailed financial reports;
   iv. Additional project monitoring;
   v. Requiring the Subrecipient to obtain technical or management assistance; or
   vi. Establishing additional prior approvals.

c. If the Department decides to impose such Specific Conditions, DHTS will notify the Subrecipient as soon as possible, in writing, of:
   i. The nature of the special conditions/restrictions;
   ii. The reason(s) for imposing the Specific Conditions;
   iii. The corrective actions that must be taken before the Specific Conditions will be removed by the Department and the time allowed for completing the corrective actions; and
   iv. The method of requesting reconsideration of the conditions/restrictions imposed.

Modifications and Extensions

14. No amendments, modifications or contract extensions to the approved budget, objectives, or program scope as outlined in the application may be made without written approval by the DHTS.
The amendment request must be made with the SAGE e-grant system by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.

15. The DHTS may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between DHTS and the Subrecipient must be incorporated in written amendments to this subaward.

16. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the DHTS, will result in substantial failure to expend the grant amount or provide grant services, the DHTS may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the DHTS a plan to rectify its low level of program expenditures or grant services, the DHTS may upon thirty (30) days' notice to the Subrecipient, reduce the subaward amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient’s fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the DHTS subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the DHTS.

Timekeeping & Overtime

17. The Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

18. Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges, if applicable, to the subaward must be reported through a SAGE e-grant Reimbursement Request. The Request should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Financial Management

19. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting and will immediately notify the DHTS when it cannot comply with these requirements. The Subrecipient assures that it will maintain fund accounting, auditing monitoring, and such evaluation procedures as may be necessary; that it will keep such records as the DHTS shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

20. The Subrecipient agrees to enter, maintain, and record all subaward funds received by the State for this program in accounting records separate from other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as DHTS may provide.

Procurement
21. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.

22. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this subaward shall be accomplished in an open, fair, competitive manner generally consistent with Federal and State requirements. Adherence to the standards contained in applicable Federal and State laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurement. The Subrecipient is the responsible authority, without recourse to the Department or DHTS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

23. The Subrecipient agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB when using subaward funds to purchase food, beverages and refreshments for project activities.

24. When applicable, the Subrecipient agrees that all equipment, consumable supplies, or services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or State bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13). The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.

25. For purchase of services by State Agencies, Independent State Agencies or Legislatures, the Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Subawards and Contractors

26. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the DHTS. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DHTS. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

27. The requirements of this subaward, including these Conditions, also apply to any subrecipient or contractor. The Subrecipient is required to advise subrecipients and contractors of the requirements imposed on them and is responsible for monitoring subaward and contractual activities to ensure compliance with Federal requirements and the achievement of performance objectives. DHTS reserves the right to give final written approval of subrecipient or contractor budgets reimbursed with subaward funds.

Public Works Contractor Registration
28. The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Problems Affecting Subrecipient Performance

29. The Subrecipient shall inform the DHTS of the following types of conditions which affect program objectives and performance as soon as they become known:
   a. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DHTS assistance required to resolve the situation.
   b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

30. The Subrecipient agrees to give the Department and DHTS, through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the subaward including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. DHTS reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.

31. The DHTS may, at its discretion, make site visits to:
   c. Review program accomplishments and management control systems;
   d. Provide such technical assistance as may be required;
   e. Perform fiscal reviews to assure grant funds are being properly expended in a timely manner; or
   f. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

32. The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as DHTS may require. If reports are not submitted as required, DHTS may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.

33. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

34. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or Federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the DHTS may take one or more of the following actions, as appropriate in the circumstances:

30
g. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action;

h. Disallow all or part of the cost of the activity or action not in compliance;

i. Wholly or partly suspend or terminate the current award for the Subrecipient's program;

j. Withhold further awards for the program;

k. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement; or

l. Take other remedies that may be legally available and appropriate (including as provided in 2 C.F.R. Part 200).

35. In taking an enforcement action, DEHTS may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

36. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.

37. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the DEHTS or the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The DEHTS shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet Federal and state requirements.

38. The Subrecipient agrees that DEHTS or the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. DEHTS or the Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

39. The DEHTS and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

40. If the grant is terminated for the Subrecipient's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.
Record Retention
41. Unless otherwise directed by DHTS, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven year period.

Travel
42. All out-of-state travel must have prior approval from DHTS. Requests for approval should be submitted to DHTS at least forty-five (45) days prior to the intended date of travel. A Subrecipient’s use of any subaward funds for all allowable travel is controlled by the current State Travel regulations, State Circular: 16-11-OMB, as amended. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication
43. DHTS and the Department reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the copyright in any work developed from activities supported by this subaward, and any rights of copyright to which a Subrecipient purchases ownership with support. Any reports, publications, etc., developed using subaward funds must be approved by DHTS prior to release. Any printed material must contain the name of the “New Jersey Division of Highway Traffic Safety” and the Subrecipient must acknowledge their use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. The Subrecipient agrees that DHTS reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the DHTS for any opinions or conclusions contained therein.

Bonding and Insurance
44. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Property and Disposal
45. The Subrecipient agrees that property furnished by DHTS or acquired in whole or in part with Federal or State funds or whose cost was charged to a project supported by Federal or State funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

Grant Closeout Procedures
46. The Subrecipient shall submit final expenditure and performance reports as prescribed by DHTS and in the timeframes set forth in the subaward agreement upon completion of the subaward period or termination of the subaward.

47. The DHTS may permit extensions when requested in writing by the Subrecipient.

FEDERAL CONDITIONS

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Compliance with Federal Laws

48. The Subrecipient agrees to comply with all requirements imposed by the United States Department of Transportation (DOT), National Highway Traffic Safety Administration (NHTSA) as a condition, administrative or programmatic requirement of this subaward, including but not limited to:
   a. 23 U.S.C. Chapter 4, the Highway Safety Act of 1966, as amended;
   b. Sec. 1906, Public Law 109-59, as amended by Sec. 4011, Public Law 114-94;
   c. 23 C.F.R. part 1200, the Uniform Procedures for State Highway Safety Grant Programs;
   d. 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards;
   e. 23 C.F.R. part 1201, Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
   f. Any other applicable Federal statutes and regulations.

No term or condition of this subaward is intended to require the Subrecipient to violate any applicable State, Territorial or Tribal law.

Cost Principles

49. All costs charged must be reasonable, allowable, and address a highway traffic safety problem. The allowability of costs incurred by the Subrecipient will be determined pursuant to 2 C.F.R. Part 200, Subpart E, Cost Principles (2 C.F.R. 200.400 et seq.), as amended by 2 C.F.R. Part 1201 et seq., program-specific requirements, and State Circular 07-05-OMB Grant Agreements-Agency Contracts.

Audit Requirements


51. The Subrecipient understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues from 2 C.F.R. Part 200, Subpart F audits (or any other audits, investigations, or reviews grant funds) are not satisfactorily and promptly addressed.

52. The Department and DHTS reserve the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

Employment Eligibility Form

53. Organizations funded under this Federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9).

This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

Non-Supplanting

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54. The Subrecipient must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Match Requirement
55. If applicable, the Subrecipient agrees to adhere to all NHTSA match requirements and satisfy any State requirements on matching and cost sharing.

Civil Rights Requirements
56. The Subrecipient agrees to comply with the following, as amended:
   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
   b. 49 C.F.R. Part 21;
   d. 49 C.F.R. Part 27;
   e. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.);
   f. The Civil Rights Restoration Act of 1987 (PL 100-209);
   g. The Americans with Disabilities Act (42 U.S.C. § 12101 et seq.);
   h. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
   i. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255);
   j. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616);
   k. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3);
   l. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.);
   m. The requirements of any other nondiscrimination statute(s) which may apply to the application;
   o. The requirements of any other nondiscrimination statute(s) which may apply to the application.

57. The Subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.

Drug-Free Workplace
58. The Subrecipient must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 8103), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

Buy America Act
59. The Subrecipient will comply with the provisions of the Buy America Act (23 U.S.C. 313). Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the
overall project contract by more than 25 percent. Clear justification for the purchase of non-
domestic items must be in the form of a waiver request submitted to and approved by the
Secretary of Transportation.

**FFATA, DUNS, & SAM Requirements**

60. The Subrecipient agrees to comply with applicable requirements of the Federal Funding
Accountability and Transparency Act (FFATA) and its associated regulations, obtain a Data
University Numbering System (DUNS) number, and register with the System of Award
Management (unless exempted under 2 C.F.R. § 25.110) to receive funds provided through this
subaward.

**Financial Management and Internal Controls**

management system must provide for the following:

a. Identification, in its accounts, of all Federal awards received and expended and the
Federal programs under which they were received. Federal program and Federal award
identification must include, as applicable, the CFDA title and number, Federal award
identification number and year, name of the Federal agency, and name of the pass-
through entity, if any;

b. Accurate, current, and complete disclosure of the financial results of each Federal award
or program in accordance with the reporting requirements set forth in 2 C.F.R. § 200.327
Financial reporting and § 200.328 Monitoring and reporting program performance;

c. Records that identify the source and application of funds for Federally-funded activities.
These records must contain information pertaining to Federal awards, authorizations,
obligations, unobligated balances, assets, expenditures, income and interest and be
supported by source documentation;

d. Effective control over, and accountability for, all funds, property, and other assets. The
Subrecipient must adequately safeguard all assets and assure that they are used solely for
authorized purposes. For more information see § 200.303 Internal controls;

e. Comparison of expenditures with budget amounts for each Federal award;

f. Written procedures to implement the requirements of § 200.305 Payment; and

g. Written procedures for determining the allowability of costs in accordance with 2 C.F.R.
part 200 Subpart E—Cost Principles and the terms and conditions of this Federal award.

**Procurement**

62. Pursuant to DOT regulations at 2 C.F.R. § 1201.317, the Subrecipient shall follow such policies
and procedures allowed by the State when procuring property and services under this subaward.

**Conflict of Interest**

63. The Subrecipient must disclose in writing any potential conflict of interest to DHTS in accordance
with applicable DOT policy, pursuant to 2 C.F.R. § 200.112, and 2 C.F.R. § 1201.112. The
Subrecipient will establish safeguards to prohibit employees from using their positions for a
purpose that constitutes or presents the appearance of personal or organizational conflict of
interest, or personal gain.

**Program Income**

64. Program income is defined as gross income earned by the non-Federal entity that is directly
generated by a supported activity or earned as a result of the Federal award during the period of
performance. 2 C.F.R. § 1201.80. Such earnings include, but are not limited to, income from
service fees, sale of commodities, and usage or rental fees.

a. The Subrecipient must comply with State Circular 07-05-OMB regarding interest earned
of $250 or more in a fiscal year on advances of grant funds, and must comply with
Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307, and
DOT specific program income requirements found at 2 C.F.R. § 1201.80 and 23 C.F.R. §
1200.34.

Debarment and Suspension
65. In accordance with 2 C.F.R. § 200.212 the Subrecipient and contractors are subject to the non-
procurement debarment and suspension regulations implementing Executive Orders 12549 and
12689, and 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with
certain parties that are debarred, suspended, or otherwise excluded from or ineligible for
 participation in Federal assistance programs or activities.

The Subrecipient must also comply with 2 C.F.R. Part 1200, "Nonprocurement Suspension and
Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily
excluded from participating in Federal non-procurement transactions either through primary or
lower-tier covered transactions. 2 C.F.R. Part 1200 is incorporated by reference in this subaward.

66. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and
State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

False Claims Act and Program Fraud Civil Remedies
67. The Subrecipient must comply with the requirements of 31 U.S.C. § 3729 which set forth that no
recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-
3812 which details the administrative remedies for false claims and statements made. The
Subrecipient must also comply with the requirements of the New Jersey False Claims Act,

Political Activity (Hatch Act)
68. The Subrecipient agrees to comply with provisions of the Hatch Act, the Federal law which limits
certain political activities of employees of a state or local unit of government whose principal
employment is in connection with an activity financed in whole or in part by Federal grants. 5

Lobbying Prohibitions
69. Federal: All Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the
funds provided under an award may be expended by the recipient to pay any person to influence,
or attempt to influence an officer or employee of any agency, a Member of Congress, an officer
or employee of Congress, or an employee of a Member of Congress in connection with any
Federal action concerning the award or renewal.

State: None of the funds under this program will be used for any activity specifically designed to
urge or influence a State or local legislator to favor or oppose the adoption of any specific
legislative proposal pending before any State or local legislative body. Such activities include
both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not
preclude a State official whose salary is supported with NHTSA funds from engaging in direct
communications with State or local legislative officials, in accordance with customary State
practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Labor and Wage Requirements


Vehicle Operation Requirements

71. Pursuant to Executive Order 13513, and DOT Order 3902.10, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient’s text messaging policy when off duty.

72. In accordance with Executive Order 13943, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles.

Trafficking Victims Protection Act of 2000

73. All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 11, 2007.

74. In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes DHTS to terminate this subaward, without penalty, if the Subrecipient:
   i. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
   ii. Procures a commercial sex act during the period of time that the award is in effect; or
   iii. Uses forced labor in the performance of the award or subawards under the award.

The full text of the award term is provided at 2 C.F.R. § 175.15.

Environmental and Historic Preservation

75. The Subrecipient will comply with applicable environmental standards, which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §451 et seq., and the Coastal Barrier Resources Act, 16 U.S.C. § 3501 et seq., which limits Federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42

Access to Records
76. NHTSA, DHTS, the Inspectors General, the Comptroller General of the United States, any other auditor or monitor, or their authorized representatives, must have the right of access to any documents, papers, examinations, or other Subrecipient records that are pertinent to the Federal award. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

Mandatory Disclosures
77. Pursuant to the mandatory disclosure requirements of 2 C.F.R. § 200.113, the Subrecipient must disclose in a timely manner and in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award to DHTS. Subrecipients that have received a Federal Award including the term and condition outlined in 2 C.F.R. Part 200, Appendix XII–Award Term and Condition for Recipient Integrity and Performance Matters are required to report additional information regarding civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338 (Remedies for noncompliance), including suspension or debarment.

Incorporation of Approved Application by Reference
78. The Subrecipient's application, including the narrative and budget as approved by DHTS prior to award, is incorporated by reference in this subaward. Where the terms of subaward and the application differ, the terms of the subaward shall prevail. Changes to the approved application are governed by 2 C.F.R. § 200.308 and these conditions.

Equipment
79. Title to equipment purchased under this subaward vests in the Subrecipient, unless otherwise specified under 2 C.F.R. § 200.313, 2 C.F.R. § 1201.313, 23 C.F.R. § 1300, or the terms and conditions of the subaward. The Subrecipient shall comply with 23 C.F.R. § 1300 in conjunction with 2 C.F.R. § 200.313, 2 C.F.R. § 1201.313 on the use, management, and disposition of equipment, and no equipment purchased will be conveyed, sold, salvaged, or transferred without written approval from DHTS.
NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

DEPARTMENT OF LAW & PUBLIC SAFETY INDIRECT COST RATE FACT SHEET

APPLICANTS FOR SUBAWARDS FROM PASS-THROUGH ENTITIES MAY BE ELIGIBLE TO USE FEDERAL FUNDS FOR INDIRECT COSTS UNDER 2 C.F.R. §§ 200.331, 200.414, APPENDIX IV AND V TO PART 200, AND OTHER SECTIONS OF THE UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS ("UNIFORM GUIDANCE"). THE UNIFORM GUIDANCE PROVIDES THESE OPTIONS TO AN APPLICANT WITH RESPECT TO AN INDIRECT COST RATE:

Indirect Cost Rate (ICR):
3 Options

#1 Use your Agency's Federally negotiated ICR
#2 Use the 10% de minimis ICR
#3 Seek no Indirect costs

1. The applicant can elect to use its approved federally recognized ICR.
   a. The applicant must submit a copy of the federal approval of its ICR with the applicant's application for funding.
   b. The applicant can elect to seek indirect costs at a rate LOWER than their federally recognized ICR but is still required to submit a copy of the federal approval of their ICR with its application.

2. If the applicant has never had an ICR negotiated with the Federal Government and the applicant meets the conditions below, it may claim indirect costs using the 10% de minimis indirect cost rate.
   a. By choosing this option, the applicant is certifying that the entity meets the following criteria to be qualified for the de minimis rate:
      i. The entity is a non-federal, non-state or local government that has never received a federally recognized negotiated ICR.
      OR
      ii. The entity is a state or local government that has never received a federally recognized negotiated ICR AND receives less than $35 million in federal funding.
   b. The 10% de minimis ICR is applied to Modified Total Direct Costs (MTDC), which is defined per 2 C.F.R. § 200.68 as:
      i. All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.
   c. Costs must consistently be charged as indirect or direct; costs may not be double charged or inconsistently charged as both, as per 2 C.F.R. § 200.414(b).
   d. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-federal entity chooses to negotiate for a rate, which the non-federal entity may apply to do at any time, as per 2 C.F.R. § 200.414(f).

3. The applicant may choose not to seek indirect costs.
National Highway Traffic Safety Administration

Certifications and Assurances for Highway Safety Grants
(23 U.S.C Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the subrecipient acknowledges and agrees to the following conditions and requirements.

GENERAL REQUIREMENTS

The subrecipient will comply with applicable statutes and regulations, including but not limited to:

Sec. 1906, Public Law 109-59, as amended by Sec. 4011, Public Law 114-94
23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs
2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

• TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

• THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


• SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

• THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities"
to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not;

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- EXECUTIVE ORDER 13156, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/ discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The subrecipient

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;"
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 81, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principles, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant/knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principles, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

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

BUY AMERICA ACT

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
Appendix B
Grantee Travel Regulations

Effective January 1, 2019, the following are the items that will be eligible for reimbursement for out-of-state grant funded travel:

1. Airfare / Rail / or Personal Vehicle mileage to and from the event
   - No airfare seat “upgrades” or baggage fees
   - Personal Vehicle mileage will be reimbursed at the State of NJ rate: 35 cents per mile
   - Toll charges incurred when driving a personal vehicle are allowable (with receipts)

2. Registration fee for the event

3. Lodging at the event
   - Hotel rooms will be reimbursed at the allowable Federal Per Diem level, plus tax
   - No room upgrades, “extras”, or parking fees (unless personal vehicle is used for transportation to the event, not the airport)

Only the items listed above are eligible for reimbursement.

All grant funded travel must still be pre-approved, at least 90 days prior to travel, through a properly submitted “Travel Authorization” form attached to your grant in SAGE. Failure to get pre approval may result in no reimbursement for the travel.

These regulations are effective January 1, 2019 for all travel occurring from that point forward and supersede any Travel Authorizations that may have been approved prior.

Please direct any questions regarding this policy to your DHTS Region Supervisor.
Appendix C
NHTSA Guidelines for Grant Related Purchases

Memorandum

U.S. Department of Transportation
National Highway Traffic Safety Administration

Subject: Use of NHTSA Highway Safety Grant Funds for Certain Purchases

From: Paul A. Hemmerchaug
Chief Counsel

To: Mary D. Gonzales
Office of Regional Operations and Program Delivery

Date: May 18, 2016

Over the last several months, a number of questions have arisen concerning permissible purchases under the highway safety grant programs. States have asked about the conditions that attach to the purchase of equipment, the distinction between advertising, public relations, educational materials, and promotional items, and whether Federal grant funds may be used to purchase items for distribution to members of the public. I issued guidance on these issues in a January 10, 2016 memorandum, which I subsequently clarified in a February 11 memorandum applicable to certain fiscal year 2016 purchases. In this memorandum, I am issuing final guidance on these matters. For ease of reference, today’s memorandum consolidates all of the relevant information from those two prior memoranda into this one document. This memorandum supersedes those prior documents, and States should no longer consult them. Please distribute this memorandum to the Governors’ Representatives for Highway Safety.

I. Allowable Costs

NHTSA highway safety grant funds are intended to support traffic safety in the States. Any use of NHTSA grant funds must support data-driven State traffic safety goals. When determining whether to expend grant funds under the categories below, a State or subrecipient should use good judgment as a responsible steward of tax dollars intended to support traffic safety. All costs charged to NHTSA highway safety grants must be reasonable, within the scope of the grant, address a highway safety problem, and help to meet performance measures.

Note that the OMB Super Circular has additional provisions that apply to certain items that fall within the categories below. For example, certain educational materials costs may be subject to the Super Circular provisions on Conference Costs (2 C.F.R. §200.432). States should consult Subpart E of the Super Circular (Cost Principles) to determine if there are additional provisions that pertain to a particular item or use of that item.

NHTSA

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A. Equipment

Items purchased for direct use by a State or any of its subgrantees or contractors (rather than for public distribution, as discussed later under Section 1E) are properly categorized as equipment. The government-wide rules covering the term of "equipment" are well-established in law; equipment is eligible for reimbursement as a direct expense chargeable to a specific project agreement, provided the equipment is needed to perform that project. NHTSA's grant rules impose the additional requirement that the project for which the equipment is needed must be based on identification of a specific safety problem in the State (often referred to as "problem ID"). In other words, a State must first establish a project (documented by a project agreement), based on problem ID. If that project requires the use of equipment for its performance, the cost of that equipment may be reimbursed under the grant. No project may be created solely to purchase equipment.

For purposes of illustration of these principles, a speed measurement device such as a radar or laser unit purchased by a police agency is a piece of equipment whose expense is permitted under Section 402, provided it is identified in a project agreement whose specific safety activity (i.e., speed enforcement) requires the purchase of the speed measurement device for its performance and provided the need for that project is established by problem ID.

Fundamentally, NHTSA highway safety grants are for safety activities, and equipment serves a supporting role in accomplishing those activities through defined projects. As always, equipment must be used, managed, and disposed of in accordance with applicable Federal requirements. (Although NHTSA's grant rules impose a requirement for advance approval of equipment only at a threshold of $5,000 and when the useful life exceeds one year, all equipment must meet the requirements stated here, and all expenditures to purchase equipment are subject to audit.)

There have been questions about the purchase of items erroneously referred to as "safety equipment," when the intent is to distribute the items to members of the public. Items intended for distribution to the public are not "equipment," as that term is used under Federal grant law, and the Federal rules governing equipment do not apply to such items intended for distribution to the public. Instead, States should consult Section 1E below, "Safety Items for Public Distribution," for guidance on the treatment of those items. The key to differentiating between (i) equipment and (ii) items for public distribution is the use of the item—equipment must be needed by those employing, using, or working under the grant, and must be used, managed and disposed of in accordance with applicable Federal requirements.

Illustrative examples of allowable safety equipment:
- Reflective safety vest for use by employee conducting a roadside survey, provided the vest is retained by the program.
- Bike helmet for use by participants in a bike rodeo event and returned to the program after the event.
- Safety gear—including helmets, safety vests, reflective material—for use by trainees during motorcycle training events and returned to the program after the training.
B. Recognition Awards

The Agency understands that an appropriate part of any State program involves recognition and reward for noteworthy accomplishments. NHTSA highway safety grant funds may be used to purchase awards, where appropriate, under a formalized recognition program that rewards superior performance or exceptional contributions to the purposes served by the NHTSA grant. An appropriate award may be a certificate, plaque, coin, or medal, if it is given under a limited, formalized recognition program.

Illustrative examples of allowable recognition awards:
- A plaque given to a State employee under the State’s official personnel recognition program.
- A plaque given by the SHSO to a police department at the annual highway safety conference for specific outstanding enforcement efforts.
- A certificate given by the SHSO to an employee for exceptional work in a specific enforcement effort.
- A medal given by the SHSO at a State Lifesavers conference to an individual for a career of exceptional service to public safety.
- A medal or coin given by a subrecipient to a police officer as a formal award for specific superior highway safety enforcement performance (but not a challenge coin for general distribution).
- A certificate given by a subrecipient to a community partner for exceptional work on a collaborative highway safety project.

C. Educational Materials

There have been questions about the difference between “educational materials,” whose purpose is to convey substantive information about highway safety, and “promotional items,” whose purpose is to generate good will or to incentivize behavior (discussed later, under Section ID). The former category is an allowable expense, as discussed in this section, while the latter category is not. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial information and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a recipient or subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Illustrative examples of allowable educational materials:
- Traffic-safety-themed coloring book given to children at a school event, state fair, etc.
- A pamphlet including statistical information such as “X number of people lose their lives every year when not wearing a seat belt” and safety tips distributed at a state fair.
- A flash drive containing information about the dangers of texting and driving (e.g., statistics, ideas to prevent texting while driving).
A folder containing information about child passenger safety (e.g., statistics about car seat or booster seat laws, proper car seat installation and use, danger of leaving children unattended in hot or cold cars, etc.) and relevant safety tips provided to parents at a car seat inspection station.

A CD-ROM or flash drive containing training or conference materials given to attendees at a highway safety conference hosted by the recipient or subrecipient.

D. Advertising Media

There have been questions about the difference between "advertising," "public relations," "educational materials," and "promotional items." These terms are not interchangeable. Educational materials are discussed directly above, under Section I.C. The differences and distinctions between the other categories are addressed later, under Sections II and III. Here, we limit the discussion to advertising media. Advertising media intended to reach a large audience—such as television or radio ads, ads on social media, signs, banners, and postcards—are allowable costs under NHTSA's highway safety grants. The Uniform Guidelines for State Highway Safety Programs provide that "the State should solicit the support of a variety of media, including mass media, to improve public awareness and knowledge and to support enforcement efforts about seat belts, air bags, and child safety seats." (See Guideline No. 20, Section IV)

Illustrative examples of allowable advertising media:

- Banners or posters featuring the Click It or Ticket campaign for use at events.
- A television ad about the dangers of impaired driving.
- Posters displayed in bars that say "Report every drunk driver immediately at 555."
- A yard sign telling drivers to "Watch for Motorcycles."

E. Safety Items for Public Distribution

The purchase of items for public distribution (in contrast with equipment for direct use by a State or its subgrantees and contractors, as discussed under Section I.A above) using Section 402 funds is governed by different requirements. Such items do not fall within the definition of equipment, and therefore are not governed by the same principles. There are important limitations on the use of taxpayers' funds to purchase items for distribution to members of the public. NHTSA and its grantees must be mindful of the Agency's responsibility as a steward of public funds. In addition to the limitations and requirements described below, any purchase of items for public distribution must be justified by compelling safety benefits.

Subject to the foregoing cautions and requirements, the Agency has determined that, going forward, child restraints (i.e., child car seats; bicycle helmets; and other similar items whose sole purpose is to improve highway safety are allowable purchases under the Section 402 programs for distribution to members of the public, provided these items are specifically identified in a project agreement and based on problem ID, just as is required for equipment purchases. The project may not be limited to distribution of the items, but must also contain specific performance criteria justifying the safety benefit, such as targeted population, number of
items for distribution, method of distribution, and educational component. (Separately, States may use up to five percent of occupant protection funds awarded under 23 U.S.C. § 459(b) to provide child restraints to low-income families, because that section of statute specifically authorizes this expenditure.)

For purposes of illustration of the term "sole purpose," the purchase and public distribution of a reflector or reflectorized tape that may be attached to clothing to improve pedestrian conspicuity would be allowable (provided it is tied to a specific project to address pedestrian safety, as discussed above), but the purchase of a reflectorized backpack or jacket would be unallowable. The Agency will interpret the term "sole purpose" strictly when evaluating the purchase of items for distribution to the public, and expects States to do so as well. No promotional item or memorabilia may be purchased for distribution under this provision (see discussion of Promotional Items under Sections II and III below).

A State that finds ambiguity about whether a proposed purchase is allowed under this guidance should not proceed with that purchase. States should exercise their best judgment in this area, and should consult their Regional Administrator if they have questions about the application of this guidance to a particular project. Regional Administrators should reject projects that do not conform to the guidance.

II. Promotional Items are Not Allowable Costs under NHTSA Grants

The OMB Super Circular makes clear that no promotional items or memorabilia are allowable costs under Federal grants (see discussion under Section III below). Use of NHTSA grant funds to purchase promotional items or memorabilia is prohibited and could result in the requirement to repay the released funds. An item that is purchased for distribution as an incentive or to increase goodwill (e.g., to police officers to maintain partnerships) is an allowable promotional item. Any item that is distributed as a giveaway, except in strict accordance with the provisions of Section I.E above, is not allowable. NHTSA grant funds are intended to promote safety and to educate the public about traffic safety, not to provide items to individuals or groups through widespread distribution.

This promotional items guidance applies only to the use of NHTSA grant funds for these types of purchases. States and their subrecipients may use State funds or privately collected funds or donations to purchase promotional items, subject to applicable State laws and policies.

Illustrative examples of unallowable promotional items or memorabilia include:

- Bumper stickers, and/or texting thumb bands given to members of the public at a state fair.
- Keychains and/or pens given to groups at a training event.
- Shirts for volunteers at a state fair or car seat installation center (either as an incentive or to designate staffers as a team).
- Shirts for Law Enforcement Liaisons.
- Shirts or hats worn by participants in a press event.
• Challenge coins, when ordered in bulk and kept on hand to give to many people outside of a limited, formalized recognition program (for example, to all attendees at a conference, to police officers in the ordinary course of employment).

III. Governing OMB Super Circular Provision on Advertising and Public Relations Costs

The Super Circular allows Federal funds to be used only for certain specified advertising and public relations costs. See 2 C.F.R. § 200.421.

• The Super Circular provides that the only allowable advertising costs are for:
  o Recruitment of personnel required for performance of a Federal award;
  o Procurement of goods and services for the performance of a Federal award;
  o Disposal of surplus or surplus materials acquired in the performance of a Federal award except when reimbursed for disposal costs at a predetermined amount; or
  o Program outreach and other specific purposes necessary to meet the requirements of the Federal award.

• The Super Circular provides that the only allowable public relations costs are for:
  o Costs specifically required for the Federal award;
  o Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Federal award; or
  o Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.

The Super Circular excludes all other advertising and public relations costs, and specifically excludes "costs of promotional items and memorabilia, including models, gifts, and souvenirs"—these items are always unallowable advertising and public relations costs. 2 C.F.R. § 200.421(b)(3). Therefore, Federal grant funds are never available to cover the costs of promotional items and memorabilia.
RESOLUTION AUTHORIZING A CONTRACT WITH B. DUBOIS JR. BURIAL VAULTS, LLC FROM JULY 7, 2022 TO JULY 5, 2024

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of all labor and materials for a backhoe operator for gravedigging services for the Gloucester County Veterans Memorial Cemetery; and

WHEREAS, after following proper public bidding procedure, it was determined that B. DuBois, Jr. Burial Vaults, LLC, with offices at 100 West Main Street, Alloway, New Jersey 08001 was the lowest responsive, responsible bidder to perform said services, as more specifically described in the bid specifications PD-22-023, from July 7, 2022 to July 6, 2024, with the option to extend for one (1) two (2) year term or two (2) one (1) year terms; and

WHEREAS, sealed bids were received and publicly opened on June 15, 2022; and

WHEREAS, the contract shall be for unspecified number of units of labor and materials as needed as per PD-22-023. However, no Certificate of Availability of Funds is required due to the fact the services will be paid by the family of the deceased.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with B. DuBois Jr. Burial Vaults, LLC, for the supply and delivery of all labor and materials for a backhoe operator for gravedigging services for the Gloucester County Veterans Memorial Cemetery, from July 7, 2022 to July 6, 2024, with the option to extend for one (1) two (2) year term or two (2) one (1) year terms.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, July 6, 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
B. DUBOIS JR. BURIAL VAULTS, LLC

THIS CONTRACT is made effective the 6TH 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 B. DUBOIS JR. BURIAL VAULTS, LLC, of
100 West Main Street, Alloway, New Jersey 08001, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the
supply and delivery of all labor and materials for a backhoe operator for gravedigging services
for the Gloucester County Veterans Memorial Cemetery; and

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective for two (2) years, from July 7, 2022 to July 6, 2024,
with the option to extend for one (1) two (2) year term or two (2) one (1) year terms.

2. COMPENSATION. Vendor shall be compensated by the family of the deceased, as per
PD-22-023.

This Contract shall be for an unspecified number of units of labor and materials as needed
as per PD-22-023. However, no Certificate of Availability of Funds is required due to the fact the
services will be paid by the family of the deceased.

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth in
specifications identified as PD-22-023 which are incorporated herein and made a part hereof by
reference. Should there occur a conflict between this form of contract and the specifications
identified as PD-22-023, the specifications shall prevail.

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

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

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

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

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

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

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

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.
6. **TERMINATION.** This Contract may be terminated as follows:

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignor 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-22-023 and Vendor’s bid response. If there is a conflict between this Contract and the specifications or the bid response, then this Contract and the Specifications shall control.

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

ATTEST: COUNTY OF GLOUCESTER

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

ATTEST: B. DUBOIS JR. BURIAL VAULTS, LLC

By:
Title:
RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM LAUREL LAWN MOWER SERVICES INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE EDUCATIONAL SERVICES COMMISSION OF NJ (ESCNJ) FOR A TOTAL AMOUNT OF $24,498.07

WHEREAS, the County of Gloucester ("County") has a need to purchase one (1) Model 941153 60" Super Z mower ($12,082.23) and one (1) Model 941187 72" Super Z FX1000 mower ($12,415.84) for use by the Department of Parks & Recreation; and

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes governing bodies to establish a cooperative pricing system and to enter into cooperative pricing agreements for the provision or performance of goods and services; and

WHEREAS, on March 15, 2017 the County executed an agreement with the Educational Services Commission of New Jersey ("ESCNJ") as the lead agency responsible for compliance with the Local Public Contracts Laws pursuant to State Approved Co-op #65MCESCPCS; and

WHEREAS, Laurel Lawn Mower Services Inc. of 1850 Old Blackhorse Pike, Blackwood, NJ 08012 is a vendor for this Co-op under bid #ESCNJ 18/19-25, from which the County intends to purchase said equipment for a total amount of $24,498.07; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-05479, which shall be charged against budget line item 2-01-44-903-001-20204.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of equipment from Laurel Lawn Mower Services, Inc. is hereby authorized for one (1) Model 941153 35 HF 60" Super Z mower and one (1) Model 941187 72" Super Z FX1000 mower, via #ESCNJ 18/19-25 for a total amount of $24,498.07; and

BE IT FURTHER RESOLVED that the Director of the Board and/or the County’s Qualified Purchasing Agent be and are hereby authorized and directed to execute any documents necessary for the aforementioned purpose on behalf of the County.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
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<td>CO-OP #68M0C8C00PS</td>
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**TOTAL** 24,498.07

---

**CLAIMANT'S CERTIFICATE & DECLARATION**

I do solemnly declare and certify under penalty of law that the articles in this bill have been furnished in accordance with the terms of the contract. I personally examined the said articles and found them to be complete and in good condition and as described in the specification. The amount charged is reasonable.

VENDOR SIGN HERE

---

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received and the services rendered, and that the amount therein stated is justly due and owing and that the amount charged is reasonable.

---

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---

**TREASURER / CFO**

---

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

---

**VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT**
**Invoice Estimate 73115**

Thank you for your business! We hope to see you back soon. No returns on all electrical parts.

Laurel Lawnmower Service, Inc.
1850 Chew's Landing Rd
Blackwood, NJ 08012
Phone: 856-223-2770 Fax: 856-223-9470

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<td>294 COUNTY HOUSE ROAD</td>
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**Invoice Total** $24,486.07

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**Sales Tax Total** $0.00

**Grand Total** $24,486.07

---

Thank you for your business! We hope to see you back soon.

Notes:

Customer acknowledges receipt thereof:

Laurel Lawnmower Service, Inc. Invoice Estimate # 73115 - GLOUCESTER COUNTY

Page 1 of 1
RESOLUTION AUTHORIZING A PURCHASE FROM TURF EQUIPMENT & SUPPLY COMPANY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR $33,124.57

WHEREAS, the County of Gloucester ("County") has a need to purchase one (1) 18 HP Toro SandPro utility tractor, or substantially similar unit, for use by the Department of Parks & Recreation; and

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes government contracting units to establish cooperative pricing systems and to enter into cooperative pricing agreements, and by resolution adopted on December 18, 2019 the County joined the Sourcewell National Cooperative Pricing System as Member Number 47764; and

WHEREAS, it has been determined that the County can purchase the needed equipment from Turf Equipment & Supply Company, 8015 Dorsey Run Road, Jessup, MD 20794, via the Sourcewell National Cooperative Pricing System, Number 031121-TTC for $33,124.57; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-05478, to be charged against budget line item 2-01-44-903-001-20240.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of one (1) 18 HP Toro SandPro utility tractor for use by the Department of Parks & Recreation is hereby authorized from Turf Equipment and Supply Company via the Sourcewell National Cooperative Pricing System, Number 031121-TTC, for $33,124.57.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
June 13, 2022

Mr. Terry Poole
Gloucester County Parks
138 Bethel Rd
Sewell, NJ

"With the impact of inflation and worldwide supply chain issues, we have experienced volatility in pricing, finance rates and availability due to factors beyond our control. These adjustments may even occur from the time the order is entered in our system through the expected equipment delivery date. Any adjustments will be communicated as soon as possible on orders in our system as we get closer to confirmed 2023 pricing. Therefore, all prices and payments in the following proposal are for **2023 budgetary purposes**. In the event that equipment ordered becomes unavailable, we will try to secure an acceptable alternative. Pricing includes set up and delivery, but applicable sales tax is not included. A 2.5% processing fee will be added if a credit card is used to purchase."

1 SandPro 5040

- 18 hp Vanguard® engine
- Quick Attach System™ (QAS)
- Mid Mount ASM with weeder tine kit
- Rear Toothrake & Springrake.
- Remote Hydraulic Kit for front and rear
- Hydraulic Front Blade, MVP filter kit
- Hydraulic power steering
- Series/Parallel™ 3WD
- Two-year/1500 hour warranty

**Price each $33,124.57**

Price Reflects Sourcewell Co-Op #031121-TTC

If you have any questions, or if I can be of any further help, please call me at 856-220-1590.loubosco@turf-equipment.com

Best regards, Lou Bosco TSPC
Commercial Territory Manager

www.turf-equipment.com
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<tr>
<th>QTY/UNIT</th>
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<td>TWO - YEAR / 1500 WARRANTY</td>
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**TOTAL** | 33,124.57 |

**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 certificate being based on signed delivery slips or other reasonable procedures.

**APPROVAL TO PURCHASE**

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

**TREASURER / CFO**

**QUALIFIED PURCHASING AGENT**

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH
MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $17,400.00, FOR
A NEW CONTRACT AMOUNT NOT TO EXCEED $362,043.00 THROUGH
DECEMBER 31, 2022

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

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

WHEREAS, on January 19, 2022, the contract was amended to increase the contract
amount by an amount not to exceed $40,994.00, resulting in a new total contract amount not to
exceed $309,643.00 and on May 25, 2022, the contract was amended to increase the contract
amount by an amount not to exceed $35,000.00, resulting in a new total contract amount not to
exceed $344,643.00; and

WHEREAS, it now it is necessary to increase the allocation for Sober Living/Oxford
House by an amount not to exceed $17,400.00, resulting in a new total contract amount not to
exceed $362,043.00 through December 31, 2022, due to a change in demand for additional
clients and the availability of additional funding from the redirection of funding from the voided
contract with SODAT of NJ, Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the
County of Gloucester, that the Director of the Board, is hereby authorized to execute and the
Clerk of the Board is authorized to attest to the execution of the Amendment to the contract
between the County of Gloucester and Maryville, Inc. to increase the contract amount by
$17,400.00, resulting in a new total contract amount not to exceed $362,043.00, through
December 31, 2022; and

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

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

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

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

THIS is an Amendment to a contract entered into on the 17th of February, 2021 (Per RFP #21-014), by and between the County of Gloucester (County) and Maryville, Inc. (Contractor), and previously amended to $309,643.00 on January 19, 2022 and $344,643.00 on May 25, 2022.

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

The contract is amended to increase the contract amount by $17,400.00, resulting in an amount not to exceed $362,043.00, through December 31, 2022, it is necessary to increase the allocation for Sober Living/Oxford House due to a redirection of funding from the voided contract with SODAT of NJ, Inc.

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

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

THIS AMENDMENT is effective as of the 6th day of July, 2022.

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

MARYVILLE, INC.

ATTEST:

By:
Title:
June 7, 2022

Judy Tobia-Johnson
Gloucester County Division of Addiction Services
115 Budd Blvd.
PO Box 337
Woodbury, NJ 08096

Judy,

SODAT would like to terminate its 2022 contract as of June 7, 2022, and release our entire contracted amount of $17,400, back to Gloucester County.

SODAT found that it was unable to utilize these funds because of the expansion of Medicaid funding and SODAT's closing.

Thank you for your consideration on these matters.

Respectfully,

Denise Pooley
Chief Financial Officer
SODAT of NJ, Inc
856-475-1310 ph
856-742-0055 fax
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SOUTH JERSEY TRANSPORTATION AUTHORITY FOR BUS SERVICES FROM JULY 1, 2022 TO JUNE 30, 2027

WHEREAS, the County of Gloucester desires to enter into a Shared Services and Vehicle Use Agreement with South Jersey Transportation Authority (herein “the Authority”) to provide bus transportation services for residents for the Pureland East/West Community Shuttle and the internal circulator within Pureland Industrial Park, and any additional transportation services as may arise during the term of this agreement; and

WHEREAS, the Authority will provide buses that will be used for the Project with the schedules and routes agreed upon by parties; and

WHEREAS, the Agreement will be from July 1, 2022 to June 30, 2027, in an amount not to exceed $400,000.00 in year one and thereafter depending on funding availability.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution Shared Services Agreement with South Jersey Transportation Authority, from July 1, 2022 to June 30, 2027, in an amount not to exceed $400,000.00 in year one and thereafter depending on funding availability.

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

ATTEST:                                             COUNTY OF GLOUCESTER

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

between

COUNTY OF GLOUCESTER, NEW JERSEY

and

SOUTH JERSEY TRANSPORTATION AUTHORITY

for

THE OPERATION OF SPECIFIED BUS SERVICES

Dated: July 1, 2022

Prepared by: Emmett E. Primas, Jr.,
Assistant County Counsel
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THIS SHARED SERVICES AGREEMENT ("Agreement"), dated July 1, 2022 by and between the South Jersey Transportation Authority, a public instrumentality of the State of New Jersey (referred to as "Authority"), having its principal office at the Frank S. Farley Service Plaza, Atlantic City Expressway, Elwood, New Jersey 08217 and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County"), having its principal office at 2 South Broad Street, Woodbury, New Jersey 08096.

RECITALS

WHEREAS, N.J.S.A. 40A:65-1 et seq., provides a mechanism through which governmental units and instrumentalities may enter into agreements for the provision of shared services; and

WHEREAS, the County of Gloucester (the "County") seeks to identify economies and efficiencies in the operations of County government that will reduce the tax burden on taxpayers and improve the effectiveness of services for County residents and currently desires to provide transportation services to county residents in need of recurrent hemodialysis treatments and accessibility to seniors for shopping ("Project"); and

WHEREAS, the Authority is established within the New Jersey Department of Transportation as an instrumentality of the State exercising public and essential governmental functions pursuant to N.J.S.A 27:25A-1 et seq., by offering the traveling public safe and efficient transportation through the acquisition, construction, maintenance, operation, and support of expressway, airport, transit, parking, and other transportation projects and services, and is authorized to enter into contracts with any public or private entity to operate motorbus regular route services; and

WHEREAS, the Authority will provide the buses that will be used for the Project.

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

AGREEMENT

A. DESCRIPTION OF PROJECT AND SERVICES.

For purposes of this Agreement the Project shall consist of transportation services in accordance with the specific needs set forth by the County as it pertains to bus transportation services for residents of the County of Gloucester, for the Pureland East/West Community Shuttle and the internal circulator within Pureland Industrial Park. The County reserves the right to add transportation services contingent upon available funding. The Authority shall operate in accordance with all applicable statutes, regulations, and grant requirements.
B. RESPONSIBILITIES.

1. County's Responsibilities:
   a. The County shall provide funding for the services consistent and in accordance with the terms, conditions, and requirements for each fiscal year that this Agreement is in effect and contingent upon the receipt of funding from the Grant.
   b. The County shall share information with the Authority to insure appropriate ridership, namely that all riders are eligible for the service as set forth under the grant(s) funding requirements.
   c. The County shall provide assistance and coordination of all transportation services in accordance and consistent with routes, standards, and needs of the County and the residents.

2. Authority's Responsibilities:
   a. The Authority shall provide transportation of County residents pursuant to the schedule and routes agreed upon by the parties and in accordance with applicable statutes, regulations, and grant requirements.
   b. The Authority shall be responsible for costs of fueling the vehicles.
   c. The Authority shall provide monthly ridership reports to the County and coordinate with the County to ensure the needs of the residents are being met.
   d. The Authority will be responsible for all costs associated with the bus drivers including wages, benefits, insurances and the like. The drivers will operate County owned vehicles but have no agency relationship with the County.
   e. The Authority will repair and maintain all vehicles under this Agreement.

C. PAYMENT.

The County will compensate the Authority in an amount not to exceed $400,000.00 in one year and thereafter based on the availability of funding from the American Rescue Plan or other funding sources. The Authority will bill the County monthly and compensation is based per route.

The County may request additional shuttle services for any additional clients for a per diem rate of $45.00 per vehicle, per hour pending Grant availability and approval from the County.

The Authority may increase the amounts charged under the Shared Services Agreement in an amount not to exceed five-percent (5%) per year, pending Grant availability and approval from the County.
Each year the agreement value will be established by grant availability subject to the limitations as set forth below in paragraph D and will be amended annually and incorporated as part of the agreement of the parties.

D. DURATION OF AGREEMENT AND CONTINGENCIES.

This Agreement shall be effective for a period from July 1, 2022 to June 30, 2027.

E. SET-OFF.

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

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the County by the Authority, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor the Authority intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

G. INDEMNIFICATION.

Each party agrees to indemnify the other and their officers, agents and servants from any and all losses, claims, actions, costs, expenses, judgments, subrogation, attorney fees or other expenses which may arise by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to its responsibilities under the terms of this Agreement, to the extent caused by the negligent acts or omissions of its officers, employees, agents or contractors. Each party will maintain proper insurance covering all risks associated with the operation thereof, which may include a duly authorized self-insurance program. Nothing herein contained shall be deemed to confer upon any third person any right against the County or Authority. Nothing herein shall be deemed to create any third party rights or claims against the parties, nor waive any defense or prerequisite to liability that may exist under the New Jersey Tort Claims Act.

H. TERMINATION.

This Agreement may be terminated for any of the following:

A. If either party determines that termination is necessary for the convenience of
such party, then either party shall be permitted to terminate this Agreement on 60 days notice to the other party. Termination for convenience shall not be effective if it shall result in a violation of any undertaking that is a condition of grant funding, in which event termination shall be effective as of the end of the term of grant funding.

B. If the Authority 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 Authority'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 Authority or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Authority 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 Authority of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Authority 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 Authority. If the contract is terminated by the County as provided herein, the Authority will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Authority 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 Authority.

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.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

J. INSURANCE.

The Authority shall maintain general liability and Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, 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. The Authority shall, simultaneously with the execution of this Agreement, deliver certifications of said insurance to County, naming the County of Gloucester as an additional insured.
The Authority agrees that while this Agreement is in effect the Authority will preserve and protect the vehicle from loss and/or damage. The Authority agrees to be responsible for any loss, costs of repairs that are caused directly to the operation of the vehicle by Authority and/or its drivers and employees.

K. AUTOMOBILE INSURANCE.

The Authority shall maintain a combined single limit liability of $3,000,000 or bodily Injury liability coverage of $1,000,000 per person and $3,000,000 per occurrence and property damage insurance in the amount of $250,000 and auto physical damage coverage to cover the replacement cost of any of the vehicles being utilized by Authority. The policy or policies shall designate the County as an additional insured. The Authority shall provide to the County proof of automobile insurance coverage in the form of Certificates of Insurance.

The buses designated for this Project and the vehicle identification numbers are set forth in Paragraph A above.

The primary insurance policy while the vehicle is in possession of and being used by the Authority would be Authority’s insurance policy.

L. ACCIDENTS/INCIDENTS INVOLVING COUNTY VEHICLES

The Authority shall give written notice to the County within 24 hours of any and all accidents, property damage, personal injury or claims arising from vehicles operated by the Authority under this Agreement.

M. VEHICLE INSPECTION.

The Authority will conduct regular safety inspections and will take responsibility for meeting any safety requirements established by local, state, or federal regulation.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Authority or County, in his or her individual capacity, and neither the officers, agents or employees of the Authority or County nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.
P. MISCELLANEOUS.

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

2. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the County, the Authority and their respective successors and assigns.

3. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. Further Assurances and Corrective Instruments. The Authority and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

8. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

9. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

Q. EFFECTIVE DATE. This Agreement shall be effective as of July 1, 2022, which date shall be considered the commencement date of this Agreement.

R. NOTICES. All notices and other communications provided for hereunder shall be in writing and shall be delivered by regular mail to the parties at the following addresses:

County of Gloucester
Chad M. Bruner, County Administrator
2 South Broad Street
Woodbury, New Jersey 08096

County of Gloucester  
Department of Health and Human Services  
Division of Human and Special Services  
Lisa Cerny, Director  
115 Budd Boulevard  
West Deptford, New Jersey 08096

SJTA:  
Stephen F. Dougherty, Executive Director  
P.O. Box 351  
Hammonton, New Jersey 08037

With a copy to:  
Dominic D’Amico, General Manager  
512 Lakeland Road  
Blackwood, New Jersey 08012

IN WITNESS WHEREOF, the parties hereto have set their representative seals the day and year first above written.

ATTEST:                                             COUNTY OF GLOUCESTER

Laurie J. Burns,  
Clerk of the Board

Frank J. Dimarco,  
Director

ATTEST:                                             SOUTH JERSEY TRANSPORTATION AUTHORITY

Susan Lubrano,  
Board Secretary

Stephen F. Dougherty,  
Executive Director
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT WITH UNITED WAY OF GLOUCESTER COUNTY, INC. FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $148,500.00

WHEREAS, the County requested proposals via RFP# 022-048 from interested contractors to provide administrative, technical support, marketing services, and transportation for the Pureland East West Community Shuttle Program; and

WHEREAS, the evaluation, based on the established criteria, concluded that United Way of Gloucester County, Inc., with offices at 454 Crown Point Road, West Deptford, New Jersey 08086, submitted the only advantageous proposal and the contract shall be from July 1, 2022 to June 30, 2023, for $148,500.00; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $148,500.00, pursuant to C.A.F. No. 22-05811, which shall be charged against budget line item G-02-21-250-200-20945.

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 to attest to the contract to provide administrative, technical support, marketing services, and transportation for the Pureland East West Community Shuttle Program, from July 1, 2022 to June 30, 2023, for $148,500.00 with United Way of Gloucester County, Inc.

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

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Frank J. Dimarco, Director
Clerk of the Board
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
UNITED WAY OF GLOUCESTER COUNTY, INC.

THIS CONTRACT is made effective this 6TH 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 UNITED WAY OF GLOUCESTER
COUNTY, INC., with offices at 454 Crown Point Road, West Deptford, New Jersey 08086,
hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for administrative,
technical support, marketing services, and transportation for the Pureland East West Community
Shuttle Program; and

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

WHEREAS, 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 Contractor do hereby agree as
follows:

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from July 1, 2022 to June 30, 2023.

2. COMPENSATION. Contractor shall be paid in a total contract amount of $148,500.00.

   Contractor shall be paid in accordance with this Contract document upon receipt of an
   invoice and a properly executed voucher. After approval by County, the payment voucher shall
   be placed in line for prompt payment. 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 RFP# 022-048, and Contractor's responsive proposal, which are incorporated by
   reference in their entirety and made a part of this Contract.

   Contractor agrees that it has or will comply with, and where applicable shall continue
   throughout the period of this Contract to comply with, all of the requirements set out in RFP# 022-048.

   -1-
4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

   A. Pursuant to the termination provisions set forth in RFP# 022-048, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage
resulting from all 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. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
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. **COMPLIANCE WITH APPLICABLE LAW.** Contractor 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 any other entity having jurisdiction pertaining to the performance of Contractor'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 Contractor is an independent contractor and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 022-048 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

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

**ATTEST:**

---

LAURIE J. BURNS,  
CLERK OF THE BOARD

FRANK J. DIMARCO,  
DIRECTOR

**ATTEST:**

---

Name:  
Title:

**COUNTY OF GLOUCESTER**

**UNITED WAY OF GLOUCESTER COUNTY, INC.**
### 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.** 22-05811

**ORDER DATE:** 06/29/22
**REQUISITION NO.:** R2-05504
**DELIVERY DATE:**
**STATE CONTRACT:** RFP 22-048

<table>
<thead>
<tr>
<th>VENDOR #</th>
<th>UNITED WAY OF GLO COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>454 CROWN POINT RD.</td>
</tr>
<tr>
<td></td>
<td>ATTN: L. CHEESEMANN</td>
</tr>
<tr>
<td></td>
<td>THOROFARE, NJ 08086</td>
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**SALES TAX ID #** 21-6000660

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<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>Administrative Services To provide Administrative, Technical Support, Marketing Services, and Transportation Plus for the Pureland East/West Community Shuttle Program</td>
<td>G-02-21-250-200-20945</td>
<td>148,500.000</td>
<td>148,500.00</td>
</tr>
</tbody>
</table>

**CLAIRENT'S CERTIFICATE & DECLARATION**

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

**RECEIVER'S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

**QUALIFIED PURCHASING AGENT**

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND ACCEPTANCE OF THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS (LINCS) GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $705,803.00

WHEREAS, the County of Gloucester through the Department of Health seeks to submit an application with the New Jersey Department of Health and to accept funds from Local Core Capacity for Public Health Emergency Preparedness (LINCS) Grant, which provides funding to upgrade regional public health preparedness planning, and response and recovery for all hazardous incidents (i.e. pandemic, hurricane, etc.), with all County activities focusing on enhancing CDC public health preparedness capabilities and additional support for the COVID-19 response; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to the grant application and all documents necessary relative to the Local Core Capacity for Public Health Emergency Preparedness (LINCS) Grant (State Grant ID Number PHLP23LNC) for the term July 1, 2022 to June 30, 2023 for $705,803.00; and

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

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
Annamarie Ruiz
Gloucester County Department of Health
204 East Holly Avenue
Sewell, New Jersey 08080

June 22, 2022

Dear Health Officer,

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Public Health Infrastructure, Laboratories, and Emergency Preparedness intends to process your Grant application for the Local Care Capacity for Public Health Emergency Preparedness UNICS Grant Program PHU5231NC in the amount of $795,803. The award of a grant for this project is contingent upon the execution of a grant agreement by the Department’s Approval Officer and the availability of funds. This award will be effective for the grant period 07/01/2022 through 06/30/2023.

Please consider this letter as notice of the Division’s intent to fund this project in accordance with the legal provisions of the subject grant. Once an agreement has been executed, it will be available for your review in the Department’s online grant system, the System for Administering Grants Electronically (SAGE), which can be accessed at www.sage.nj.gov. The Department will not provide cash payments for any project-related costs until an executed agreement has been issued. Any payments made under the grant will be made in accordance with the terms of the Grant Agreement.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Funding Amount</th>
<th>Budget Period</th>
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<tr>
<td>COC Base</td>
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<td>07/01/2022 – 06/30/2023</td>
</tr>
<tr>
<td>COC CRI</td>
<td>$122,816</td>
<td>07/01/2022 – 06/30/2023</td>
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<td>COVID Response (CDV1)</td>
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</tr>
<tr>
<td>COVID Response (CVG)</td>
<td>$100,000</td>
<td>07/01/2022 – 06/30/2023</td>
</tr>
</tbody>
</table>

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any grant objectives, if applicable. Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). “Terms and Conditions” as well as Cost Controlling Initiatives will apply and may be found under “Management Activities” within each application. SAGE can be accessed at www.sage.nj.gov. Paper applications will not be accepted. SAGE will be open for PHU5231NC on June 22, 2022 at 12:00AM and close on July 13, 2022 at 11:59PM.

If you have any questions or are in need of assistance, contact Susan Johnson, Program Management Officer, at repon@nj.gov or Jorge Lozano Cartagena, Grant Management Officer at Jorge.LozanoCartagena@health.nj.gov.

Sincerely,

[Signature]

Dana B. Johnson
Director, Office of Disaster Resilience

cc: SAGE Application
Carl McNeil, Administrator
Karen Fox Pavlich, Service Director
Susan Johnson, Program Management Officer
Jorge Lozano Cartagena, Grant Management Officer
GRANT REQUEST FORM

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

DATE: June 24, 2022

1. TYPE OF GRANT
   NEW GRANT
   X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER: 326

2. GRANT TITLE: Local Core Capacity for Public Health Emergency Preparedness Grant

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

4. COUNTY DEPARTMENT: Health Department

5. DEPT CONTACT PERSON & PHONE NUMBER: Susan Johnson (609) 847-0475

6. NAME OF FUNDING AGENCY: NJ Department of Health

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): NJ Department of Health will be providing funding to upgrade regional public health preparedness planning, response and recovery for all-hazards incidents (i.e. Pandemic, hurricane). All activities will focus on enhancing CDC's Public Health Preparedness Capabilities and additional support for COVID-19 response

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

   NAME                       AMOUNT       NAME                       AMOUNT
   Ditry Mae Jankauskas       Carla Keplhart
   Annmarie Ruiz             Chelsea Chilelli
   Tara Smith                 Michelle Heil
   Jessica Hampel             Vacant (Epi)
   Vacant (Program Coordinator)

9. TOTAL SALARY CHARGED TO GRANT: $ 567,980

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

11. IC CHARGED TO GRANT: N/A %

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 23 %
13. DATE APPLICATION DUE TO GRANTOR: June 03, 2021

14. FINANCIAL:

   REQUESTED       MANDATED
   GRANT FUNDS     $705,803.00
   CASH MATCH      __________   __________
   (Attach Documentation)
   IN-KIND MATCH   __________   __________

   TOTAL PROGRAM BUDGET: $705,803.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
   YES X    NO

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

    DEPARTMENT HEAD: ____________________________
    Signature

    DATE: ____________________________

    Departmental Use Only

    DATE RECEIVED BY GRANTS DIVISION: ____________________________

    DATE RECEIVED BY BUDGET OFFICE: ____________________________

    REVIEWED:

    DEPARTMENT OF TREASURY, GRANTS DIVISION:

    1. ____________________________
       Signature

    2. ____________________________
       Signature

Revised: 9/22/05
Budget TBD
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH AND ACCEPTANCE OF THE FFY 2023 WIC HEALTH SERVICES GRANT FOR THE TERM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $877,286.00

WHEREAS, the County of Gloucester, through the Department of Health seeks to submit a grant application with the New Jersey Department of Health for the FFY 2023 WIC Health Services Grant, for funding to improve the nutrition and health status of eligible pregnant, postpartum, and lactating women, infants, and children up to age five; encourage WIC participants to use available health and social services; and, to promote and support breastfeeding; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to, the grant application and any resulting agreement with the New Jersey Department of Health relative to the FFY 2023 WIC Health Services Grant for the term October 1, 2022 to September 30, 2023 for $877,286.00; and

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

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
June 9, 2022

Ms. Tamarisk Jones
Director
Gloucester County Health Department
204 East Holly Avenue
Sewell, NJ 08080

SUBJECT: Federal Fiscal Year (FFY) 2023 WIC Health Services Grant (HSG) Intent to Fund Application SAGE Grant Application Timeline to be determined

Dear Ms. Jones:

For FFY 2023, NJ WIC Services is recommending that you submit an HSG application for USDA funding as follows:

| FFY 2023 USDA NSA (October 1, 2022 - September 30, 2023) | $714,471 |
| FFY 2023 Target USDA Breastfeeding Funding | $83,607 |
| **Total FFY 2023 WIC NSA Funding** | **$798,078** |
| **Total FFY 2023 Food Funds for Breast Pump Purchases** | **$1,500** |
| **Total FFY 2023 Breastfeeding Peer Counseling Funding** | **$77,708** |
| **Total FFY 2023 HSG Funding** | **$877,286** |

* Per agency funding request, $46,500 has been added to NSA, Target BF and PC funding above to increase clinic and breastfeeding staffing to expand and enhance WIC service delivery

Congress’ WIC appropriation for Federal Fiscal Year 2023 has not been determined. Please be reminded that national WIC funding, both food and NSA, are tied directly to trends in participation and food dollar expenditures. Therefore, the recommended funding that is outlined above is subject to the availability of funds.

The FFY 2023 HSG application must be planned and written to support a full fiscal year of WIC
service delivery with the funds listed above. It is important to note that if you do not adhere with
this directive you are still obligated to provide WIC services through September 30, 2023. It is
highly recommended prior to planning your FFY 2023 HSG application, that you review the
New Jersey Department of Health Grant Terms and Conditions, as well as the FFY 2023
Attachment C (included with this correspondence), to gain full knowledge of the WIC grant's
requirements. Attachment C contains the requirements/conditions unique to the WIC grant that
must be adhered to by the sponsor once the grant is approved. We are encouraging you to review
these documents to incorporate the costs associated with these obligations in your upcoming
application.

Please be advised that any costs that are expected to be reimbursed must be delineated in the
grant application. Only those items included in the approved grant are eligible for
reimbursement. In addition, NJ WIC Services must provide prior approval for anticipated special
purchases or projects including, but not limited to, leasing new WIC space, renovations of real
property, purchasing large equipment items, and creating/deleting any positions, before
incorporation into the budget. For additional guidance refer to Policy and Procedures 5.04, 5.08
and 5.25.

USDA Target and Breastfeeding Peer Counseling funds are included in this grant. These funds
may not be comingled, and the allowable costs are different for these two funding sources.
Follow Policy and Procedure 5.19, “Breastfeeding Promotion and Support Expenditures,” when
preparing the budgets for these two grants.

Food funds can only be used to purchase breast pumps and breast pump kits for WIC
participants. Only State designated, and pre-approved breast pump manufacturers and breast
pump models can be purchased with these funds. Any food funds that are not encumbered by
September 30, 2023 must be returned to the State. When you incorporate these funds into your
FFY 2023 grant applications and when you report using food funds in your monthly expenditure
report, you must keep them completely separated from USDA NSA funds.

The HSG application must include the following documents uploaded to the appropriate section
of SAGE:

- Valid Tax Clearance Certificate (in Organizational Details)
- Proof of Non Profit (501(c)(3)); if applicable (in Organizational Details)
- Valid NJ Charities Registration; if applicable, (in Organizational Details)
- Most Recent Annual Independent (A-133) Audit Report (in Organizational
  Details)
- Organizational Chart delineating WIC funded positions, titles and names (in
  Attachments)
- A Salary and Fringe Worksheet that includes employee hours worked by cost
category in Excel Format (in Attachments)
- FFY 2023 Breastfeeding Budget Worksheet in Excel Format (in Attachments)
Any grant application received without the above attachments will be returned and may delay approval and disbursement of funds.

We will notify you in separate correspondence of the grant application availability dates.

If you have any questions, please contact Laurie Ulloa or Janice Pedota at (609) 292-9560 or by email.

Sincerely,

Prateek Srivastava
Interim Director
WIC Services

c Alethea Wentz
Karen Christina
GRANT REQUEST FORM

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

DATE: July 6, 2022

1. TYPE OF GRANT
   X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 326
   ___ NEW GRANT

2. GRANT TITLE: WIC

3. GRANT TERM: FROM 10/01/2022 TO 09/30/2023

4. COUNTY DEPARTMENT: Health Department

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ Department of Health

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): NJ Department of Health will be providing funding to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants, and children up to age 5; encourage the utilization by each WIC participant of available health and social services; promote and support breastfeeding.

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>AMOUNT</th>
<th>NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Wentz</td>
<td></td>
<td>S. Finkbeiner</td>
<td></td>
</tr>
<tr>
<td>Y. Gates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Benjamin</td>
<td></td>
<td>R. Becker</td>
<td></td>
</tr>
<tr>
<td>B. Pizzuto</td>
<td></td>
<td>R. Conway</td>
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</tr>
<tr>
<td>A. Welch</td>
<td></td>
<td>S. Chaikin</td>
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</table>

9. TOTAL SALARY CHARGED TO GRANT: $630,476

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

11. IC CHARGED TO GRANT $N/A
12. FRINGE BENEFIT RATE CHARGED TO GRANT: 37.359 %

13. DATE APPLICATION DUE TO GRANTOR: July 18, 2022

14. FINANCIAL:

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<th>MANDATED</th>
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<tr>
<td>GRANT FUNDS</td>
<td>$ 877,286.00</td>
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<tr>
<td>CASH MATCH</td>
<td>(Attach Documentation)</td>
</tr>
<tr>
<td>IN-KIND MATCH</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PROGRAM BUDGET: $ 877,286.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS? YES [X] NO __________

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

DEPARTMENT HEAD: ____________________________

Signature ____________________________

DATE: __________

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ____________________________

DATE RECEIVED BY BUDGET OFFICE: ____________________________

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. ____________________________

Signature ____________________________

2. ____________________________

Signature ____________________________

Revised: 9/22/03
Budget TBD
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE STATE STD PROGRAM GRANT FOR THE TERM OCTOBER 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT TO BE DETERMINED

WHEREAS, the County of Gloucester, through the Department of Health seeks to submit a grant application with the New Jersey Department of Health, Division of HIV, STD and TB Services (DHSTS), for the Sexually Transmitted Disease (STD) Program Grant for the term October 1, 2022 to June 30, 2023; and

WHEREAS, the funds awarded shall be in an amount determined by the State via a Notice of Intent to Fund to be issued 30 days before the award date of October 1, 2022, which funds will be used by the County Department of Health to provide Disease Intervention Specialist (DIS) staff an opportunity to conduct STD testing and intervention activities, including the provision of education, testing and treatment to exposed partners; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is authorized to execute and the Clerk of the Board is directed to attest to the grant application and all documents necessary relative to the STD Program Grant for the term October 1, 2022 to June 30, 2023, in an amount to be determined by the State; and

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

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
NOTICE OF FUND AVAILABILITY (NOFA) – GRANTS

NAME OF GRANT PROGRAM: Sexually Transmitted Disease (STD)  
NOFA REFERENCE NO.: DHST2315ST

PURPOSE FOR WHICH THE GRANT PROGRAM FUNDS SHALL BE USED:
Applicants are able to request $1,000,000.00 to conduct disease investigation and intervention activities, also known as Project Services; AND/OR 2) request funds to provide statewide safety net coverage of STD testing for men and women under 30 years of age that do not have insurance or other means to obtain STD testing; AND/OR 3) expand existing, local health STD clinical services to increase hours of operation and persons served for STD testing and treatment.

ESTIMATED AMOUNT OF MONEY IN THE GRANT PROGRAM: $1,000,000.00  
AWARD PERIOD: From 10/1/22 Through 6/30/23

ELIGIBLE APPLICANTS MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:
1. Terms and Conditions for the Administration of Grants. [Click here to view]
2. General and specific grant compliance requirements issued by the awarding division or commission.

GROUP OR ENTITIES WHICH MAY APPLY FOR THE GRANT PROGRAM:
- Municipal Government
- County Government
- State Government
- Indian Tribal Gov't (Federally Recognized)
- Institution of Higher Education
- Hospital
- Non-profit Organization (501(c)(3))
- Other:

QUALIFICATIONS NEEDED BY APPLICANT TO BE CONSIDERED FOR A GRANT:
1. The provision of syphilis (and other potential emerging STD needs) field investigation and follow-up. Funding is intended to cover DIS staff salary, fringe and related DIS expenses.
2. Expansion of local health STD Clinic services by adding clinical staff that will allow for expanded hours and services.

APPLICATION PROCEDURES:
Eligible applicants will submit grant applications through the Department’s System for Administering Grants Electronically (SAGE), in accordance with the Request for Applications (RFA). The RFA may be requested from the contact listed below.

1. Apply for Technical Assistance session listed in RFA. Provide all necessary information which will allow the grant to open in SAGE for requesting agency.

FOR INFORMATION CONTACT:
NAME: Greta Anschuett
PROGRAM: Director, STD Program
MAILING ADDRESS: New Jersey Department of Health
DHSTS, PO Box 363
Trenton, NJ 08652

TELEPHONE: (609) 984-8886
E-MAIL: greta.anschuett@doh.nj.gov

DATE ON WHICH APPLICATION WILL BE AVAILABLE: 06/15/22
SAGE PROGRAM NAME: DHST State STD Program 2023
DEADLINE BY WHICH APPLICATIONS MUST BE SUBMITTED: 07/01/22
DATE BY WHICH APPLICANT SHALL BE NOTIFIED WHETHER THEY WILL RECEIVE FUNDS: 10/01/22

FS-12
DEC 21
GRANT REQUEST FORM

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

DATE: 06/16/2022

1. TYPE OF GRANT
   X NEW GRANT
   _______RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: State STD Program

3. GRANT TERM: FROM: 10/01/2022 TO: 06/30/2023

4. COUNTY DEPARTMENT: Health and Human Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: _______NJ Department of Health

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide Disease Intervention Specialist (DIS) staff the opportunity to conduct syphilis and other emerging STD investigation and intervention activities, also known as Partner Services, as well as follow-up.

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>AMOUNT</th>
<th>NAME</th>
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<tbody>
<tr>
<td>TBD</td>
<td></td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

9. TOTAL SALARY CHARGED TO GRANT: $ TBD

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

11. IC CHARGED TO GRANT: TBD

12. FRINGE BENEFIT RATE CHARGED TO GRANT: TBD %

13. DATE APPLICATION DUE TO GRANTOR Application to be submitted through SAGE on July 1, 2022
14. FINANCIAL:

REQUESTED    MANDATED

GRANT FUNDS  $ TBD

CASH MATCH

IN-KIND MATCH  $ 0

TOTAL PROGRAM BUDGET: $ TBD

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

YES  X  NO

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

DEPARTMENT HEAD: ____________________________

Signature

DATE: ________________

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ____________________________

DATE RECEIVED BY BUDGET OFFICE: ____________________________

REVIEWED:

DEPARTMENT OF TREASURER, GRANTS DIVISION:

1. ____________________________

Signature

2. ____________________________

Signature

Revised: 9/22/03
RESOLUTION AUTHORIZING A PURCHASE FROM CRIME POINT, INC.
FOR A TOTAL AMOUNT OF $22,935.64

WHEREAS, the County of Gloucester, Office of the Prosecutor, utilizes certain video surveillance cameras and related equipment for certain covert operations, and is in need of additional cameras and related equipment; and

WHEREAS, the County can purchase the additional proprietary equipment from Crime Point, Inc., as said equipment works in conjunction with the previously installed system currently in use; and

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

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $22,935.64 pursuant to C.A.F. Number 22-05591, which amount(s) 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 the purchase of additional proprietary video surveillance cameras and related equipment is hereby authorized for use by the County Prosecutor’s Office, for a total amount of $22,935.64

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on July 6, 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>
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<tbody>
<tr>
<td>0.00</td>
<td>Quote 1 of 2</td>
<td>G-02-19-275-261-20652</td>
<td>0.0000</td>
<td>0.00</td>
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<tr>
<td>2.00</td>
<td>Hermitcam 1080p Front Tilt Low Light Camera</td>
<td>G-02-19-275-261-20652</td>
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<td>21,998.00</td>
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<td>2.00</td>
<td>Disconnect Box with Magnetic Labels</td>
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<tr>
<td>1.00</td>
<td>Drywall Joint Compound</td>
<td>G-02-19-275-261-20652</td>
<td>350.0000</td>
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<td>1.00</td>
<td>Vehicle Mounting Platform for Crime Point Hermitcam HD Cameras and Transformer</td>
<td>G-02-19-275-261-20652</td>
<td>650.0000</td>
<td>650.00</td>
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<tr>
<td>2.00</td>
<td>Shipping</td>
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<td>0.00</td>
<td>Quote 2 of 2</td>
<td>G-02-19-275-261-20652</td>
<td>0.0000</td>
<td>0.00</td>
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<tr>
<td>1.00</td>
<td>LifePO4 Battery Charger for 50 and 100 Ah Batteries</td>
<td>G-02-19-275-261-20652</td>
<td>135.0000</td>
<td>135.00</td>
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<tr>
<td>1.00</td>
<td>LifePO4 50amp Battery</td>
<td>G-02-19-275-261-20652</td>
<td>570.0000</td>
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<td>1.00</td>
<td>Discount</td>
<td>G-02-19-275-261-20652</td>
<td>967.3600-</td>
<td>967.36-</td>
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</table>

**TOTAL** 22,935.64

---

**CLAIMANT'S CERTIFICATE & DECLARATION**

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

**RECEIVER'S CERTIFICATION**

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

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**VENDOR SIGN HERE**

DATE

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

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

---

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**

NO. 22-05591

ORDER DATE: 06/21/22

REQUISITION NO: R2-04366

DELIVERY DATE: [Blank]

STATE CONTRACT: [Blank]

ACCOUNT NUM: [Blank]
RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH WASTE MANAGEMENT OF NEW JERSEY, INC. FROM JULY 21, 2022 TO JULY 20, 2023 IN AN AMOUNT NOT TO EXCEED $125,000.00

WHEREAS, the County of Gloucester entered into a contract on July 8, 2020 with Waste Management of New Jersey, Inc., with an address of 107 Silvia Street, Ewing, NJ 08628 for trash removal from various County facilities, as per PD-20-019, which contract provided the County with the option to extend for one (1) two-year periods, or two (2) one-year period; and

WHEREAS, the County’s Department of Buildings and Grounds has recommended exercising the option to extend the contract for a one (1) year period from July 21, 2022 to July 20, 2023 with a 5% increase, resulting in an amount not to exceed $125,000.00 per year; and

WHEREAS, this contract extension is for refuse removal on an as needed basis, and such is open-ended, which does not obligate the County to obtain any service, so that no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that extension of the contract with Waste Management of New Jersey, Inc. is hereby authorized for refuse removal at various County facilities, as per PD-20-019, from July 21, 2022 to July 20, 2023 in an amount not to exceed $125,000.00, and, that the County’s Qualified Purchasing Agent is hereby directed to inform the Contractor of the extension; and

BE IT FURTHER RESOLVED that prior to any 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 purpose and identifying the line item of the County budget from which said funds will be paid.

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

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
**SPECIFICATIONS AND PROPOSAL FORM FOR REFUSE REMOVAL FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CJK-61-GG & 16GLCP**

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>Waste Management of New Jersey, Inc.</th>
<th>Republic Services of New Jersey, LLC</th>
<th>Green Guys Recycling Solutions, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>167 Silvia St, Ewing, NJ 08628</td>
<td>#60 Church Rd, Mt. Laurel, NJ 08054</td>
<td>1014 Tanyard Rd, Deptford, NJ 08096</td>
</tr>
<tr>
<td>Donald West, Area Public Sector Mgr.</td>
<td>Chad Merriweather, Account Exec.</td>
<td>Anthony Pleeve, III, Member</td>
<td></td>
</tr>
<tr>
<td>(609) 433-9096</td>
<td>(856) 603-9486</td>
<td>856-465-2729</td>
<td></td>
</tr>
<tr>
<td>(609) 434-5764 FAX</td>
<td></td>
<td>856-465-6840 - Fax</td>
<td></td>
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**ITEM DESCRIPTION**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TRASH REMOVAL</th>
<th>RECYCLING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2 Cubic Yard - PER PICKUP</td>
<td>$16.98</td>
<td>$11.84</td>
</tr>
<tr>
<td>2</td>
<td>4 Cubic Yard - PER PICKUP</td>
<td>$23.55</td>
<td>$14.01</td>
</tr>
<tr>
<td>3</td>
<td>6 Cubic Yard - PER PICKUP</td>
<td>$31.99</td>
<td>$13.21</td>
</tr>
<tr>
<td>4</td>
<td>8 Cubic Yard - PER PICKUP</td>
<td>$37.24</td>
<td>$16.50</td>
</tr>
<tr>
<td>5</td>
<td>10 Cubic Yard - PER PICKUP</td>
<td>$49.68</td>
<td>$33.84</td>
</tr>
<tr>
<td>6</td>
<td>30 Yard OPEN CONTAINER - PER PICKUP + COST FOR DISPOSAL</td>
<td>$205.00/pickup &amp; $92.95/ton</td>
<td>$240.00/pickup includes disposal</td>
</tr>
<tr>
<td>7</td>
<td>30 Yard ROLL-OFF CONTAINER - PER PICKUP + COST FOR DISPOSAL</td>
<td>$205.00/pickup &amp; $92.95/ton</td>
<td>$195.00 per pick up &amp; $85.00 per ton</td>
</tr>
<tr>
<td>8</td>
<td>30 Yard TRASH COMPACTOR - PER PICKUP + COST FOR DISPOSAL</td>
<td>$205.00/pickup &amp; $92.95/ton</td>
<td>$215.60 per pick up &amp; $85.00 per ton</td>
</tr>
</tbody>
</table>

**Variations:** (If any)

<table>
<thead>
<tr>
<th>Will you extend your prices to local government entities within the County</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
</tr>
<tr>
<td>None</td>
</tr>
<tr>
<td>YES</td>
</tr>
<tr>
<td>YES</td>
</tr>
</tbody>
</table>

**This is a two (2) year contract from the date of award, with an option to extend for one (1) year period.**

**Bid specifications sent to:**

| United Tracking | Gold Medal Environmental |
| Prime Vendor | Deftek |
| Construction Journal | Sevenoutsourcing |
| A3I Comprehensive Waste | Resource Consultants |

Based upon the bids received, I recommend Waste Management of New Jersey, Inc., be awarded a contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, Qualified Purchasing Agent