

~332nd~
~ANNUAL REORGANIZATION MEETING~
~BOARD OF CHOSEN FREEHOLDERS~
~OF THE COUNTY OF GLOUCESTER~
~FRIDAY, JANUARY 5, 2018~
~6:00 p.m.~

Call to order at 6:00 p.m. by Chad M. Bruner, Administrator

Open Public Meeting Act Notice

Invocation Pastor Mark Ott

Presentation of the Colors by Semper Fidelis Detachment of the Marine Corps League

Pledge of Allegiance, led by the Administrator

National Anthem, sung by Kateri Simmons- niece of Freeholder Simmons

Administrator, Chad M. Bruner, reads a letter certifying the election of Heather Simmons, Lyman Barnes and Jim Jefferson to the Board of Chosen Freeholders of the County of Gloucester.

Introduction of newly re-elected Freeholder Heather Simmons escorted by her nieces Kateri Simmons, Emerson Simmons and nephew Earl Kufen who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Freeholder-elect Heather Simmons.

Swearing-in of Freeholder-elect Heather Simmons.

Introduction of newly re-elected Freeholder Lyman Barnes escorted by his wife Marybeth who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Freeholder-elect Lyman Barnes.

Swearing-in of Freeholder-elect Lyman Barnes

Introduction of newly re-elected Freeholder Jim Jefferson escorted by his wife Anne and son Isaiah. His daughters Ava and Victoria and nephew Maddox will hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Freeholder-elect Jim Jefferson.

Swearing-in of Freeholder-elect Jim Jefferson.

Introduction of newly re-elected County Clerk James N. Hogan escorted by his son Steve Hogan, daughter Lynne Holscher, granddaughters Casey Holscher, Sam Holscher, and his wife Dot Hogan who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of County Clerk-elect Hogan.

Swearing-in of County Clerk –elect James N. Hogan.

ROLL CALL OF THE 2018 BOARD OF FREEHOLDERS

Nomination, election and swearing-in of Director of the Board of Chosen Freeholders for the year 2018. Swearing-in of the Freeholder Director, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

Nomination of Deputy Director of the Board of Chosen Freeholders for the year 2018. Swearing-in of the Deputy Director, the oath of office to be administered by The Honorable Donald Norcross, United States House of Representatives.

Annual Address by the Director of the Board of Chosen Freeholders.

Introduction of Honored Guests.

Comments by Freeholders.

1. **RESOLUTION adopting the Rules of the Board of Chosen Freeholders of the County of Gloucester for the year 2018.**
2. **RESOLUTION adopting Freeholder assignments for the Board of Chosen Freeholders of the County of Gloucester for the year 2018.**
3. **RESOLUTION authorizing and approving a temporary budget for the year 2018.** This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2018 until the 2018 County Budget is adopted.
4. **RESOLUTION authorizing emergency temporary appropriations.** This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2018 in excess of the normal 25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.
5. **RESOLUTION adopting a schedule of regular meetings of the Board of Chosen Freeholders for the year 2018.** This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

6. **RESOLUTION fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act.** Any person may request that a public body mail to him or her copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.
7. **RESOLUTION authorizing Cash Management Plan pursuant to N.J.S.A. 40A:5-14, et seq.** N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief financial Officer of the unit is charged with administering the plan.
8. **RESOLUTION appointing Peter Scirrotto as Superintendent of Buildings and Grounds from April 2, 2018 to April 1, 2023.**
9. **RESOLUTION appointing Edward Johnson as Fire Marshal from January 15, 2018 to January 14, 2021.**
10. **RESOLUTION authorizing a Contract with Petroni & Associates, LLC for professional accounting services and other related services from July 1, 2018 to June 30, 2019 in an amount not to exceed \$125,000.00.**
11. **RESOLUTION authorizing a Contract with Parker McCay, P.A. for professional Bond Counsel legal services and other legal services of a specialized nature from January 1, 2018 to December 31, 2018, in an amount not to exceed \$175,000.00.**
12. **RESOLUTION authorizing a Contract with Brown and Connery, LLP for professional Labor Counsel legal services and other legal services of a specialized nature from January 1, 2018 to December 31, 2018, in an amount not to exceed \$250,000.00.**
13. **RESOLUTION authorizing a Contract with Acacia Financial Group, Inc., for professional Financial Advisor services from January 1, 2018, to December 31, 2018, in an amount not to exceed \$50,000.00.**
14. **RESOLUTION authorizing a Contract with Law Offices of John A. Alice for legal counsel for the County Adjuster's Office from January 1, 2018 to December 31, 2018, in an amount not to exceed \$25,000.00.**
15. **RESOLUTION authorizing a contract with Bach Associates, PC and Joseph F. McKernan Jr. Architects and Associates, LLC for professional architectural services for various projects throughout the county from January 7, 2018 to January 6, 2019 in an amount not to exceed \$40,000.00 per vendor.**
16. **RESOLUTION authorizing a Contract with Remington & Vernick Engineers, for professional electrical/mechanical consultant services for HVAC from January 7, 2018 to January 6, 2019, in an amount not to exceed \$50,000.00.**

17. **RESOLUTION designating Gloucester County Purchasing Agent, Peter Mercanti as Gloucester County's Public Agency Compliance Officer as required by the New Jersey Administrative code 17:27-3.2 for calendar year 2018.** The Public Agency Compliance Officer (hereinafter "PACO") shall specifically perform the duties prescribed in New Jersey's affirmative action rules and ensuring the County's compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.
18. **RESOLUTION establishing the official newspapers for the County of Gloucester for the year 2018. THE SOUTH JERSEY TIMES, THE COURIER POST AND THE SENTINEL OF GLOUCESTER COUNTY.**
19. **RESOLUTION appointing members to the Agriculture Development Board. WEST JAY KANDLE, RUSSELL MARINO AND MICHAEL VISALLI.**
20. **RESOLUTION appointing members to the Animal Shelter Advisory Committee. THOMAS BIANCO, MICHELLE LAPLANTE, GINA MARIE SANTORE, DEBORAH SPARASI AND DARLENE VONDRON.**
21. **RESOLUTION appointing members to the Rowan College at Gloucester County Board of Trustees Search Committee. COLLEEN COLLINS , DR. GERALDINE MARTIN, VICKI BRAUN MCCALL, EDWARD MUNIN, and PHILLIP TARTAGLIONE.**
22. **RESOLUTION appointing members, Chairman, Vice Chairman and Secretary to the Gloucester County Construction Board of Appeals. JOSEPH CONBOY, VICE CHAIRMAN, ROBERT DEANGELO, CHAIRMAN, TED MILLER, MARK BRUNERMER AND SANDRA ROST, SECRETARY.**
23. **RESOLUTION appointing representatives to the Delaware Valley Regional Planning Commission. THERESA ZIEGLER AND FREEHOLDER SIMMONS, 1ST ALTERNATE.**
24. **RESOLUTION appointing members to the Disabilities Advisory Council. JOAN CLARK, DAVID CONTINO, LESLIE COSTELLO, JOYCE FEDER, JIM KNEUBUEHL, ANA RIVERA, RHONDA ROGERS, KATHY VACZI, DIVISION OF VOCATIONAL REHABILITATION, COUNTY SPECIAL SERVICES SCHOOL DISTRICT AND WORKFORCE DEVELOPMENT BOARD.**
25. **RESOLUTION appointing members to the Emergency Management Council. CBRNE TEAM, COUNTY EMS CHIEF, COUNTY FIRE MARSHAL, COUNTY MEDICAL EXAMINER, COUNTY MENTAL HEALTH ADMINISTRATOR, COUNTY PROSECUTOR, DEPUTY EMERGENCY MANAGEMENT COORDINATOR, DIVISION OF SOCIAL SERVICES, DIVISION OF SPECIAL TRANSPORTATION, ECONOMIC DEVELOPMENT DIRECTOR, EMERGENCY MANAGEMENT COORDINATOR, FREEHOLDER LIAISON, HAZ MAT MITIGATION OFFICER, HEALTH DEPARTMENT, CHARLES JONES (SOLVEY SOLEXIS), JOHN MOLNER, PSE&G, PSE&G REPRESENTATIVE, PUBLIC INFORMATION OFFICER, PUBLIC WORKS DEPARTMENT LIAISON, RED CROSS DIRECTOR, PAT ROBINSON (PAULSBORO REFINING COMPANY), SHERIFF.**

26. RESOLUTION appointing members to the Housing Authority. **SCOTT KINTZING.**
27. RESOLUTION appointing members to the Human Services Advisory Council for Gloucester County. **EILEEN CARAKER, MICHAEL GOWER, EILEEN HENDERSON, BETTY MUSSO, RONALD REDMOND, KEN RIDINGER, ANA RIVERA, JENNIFER RODRIGUEZ, ELMORIA THOMAS, MELISSA O'NEIL WALCZACK, WDB DIRECTOR, SOCIAL SERVICES DIRECTOR, and FREEHOLDER LIAISON.**
28. RESOLUTION appointing a member to the Gloucester County Improvement Authority. **PAUL MEDANY.**
29. RESOLUTION appointing a member to the Industrial Pollution Control Finance Authority. **GERALD A. WHITE.**
30. RESOLUTION appointing members as the Insurance Commission Representatives for Gloucester County. **THOMAS G. CAMPO, GEORGE HAYES, ALTERNATE.**
31. RESOLUTION appointing members to the County Excess Liability Fund. **GERALD WHITE AND THOMAS G. CAMPO, ALTERNATE.**
32. RESOLUTION appointing members to the County Interagency Coordinating Council for Children. **RUDOLPH AIKENS, ROBERT BAMFORD, ELAINE DUNNER, DARIA DURAND, JULIE FRANKLIN, RICK GAYDOS, JOAN GERACI, ADRIENNE JACKSON, BEVERLY LYNCH, DEBORAH MIZRAHI, MARY MORAN, JENNIFER PLEWS, ANA RIVERA, JENNIFER RODRIQUEZ, DANIELLE STRAFFI, DIRECTOR GLOUCESTER COUNTY CMO, DIRECTOR MOBILE RESPONSE AND DIRECTOR FAMILY SUPPORT ORGANIZATION.**
33. RESOLUTION appointing members to the Library Commission. **DAVID FLAHERTY, GERALD MICHAEL AND DONNA RAGONESE.**
34. RESOLUTION appointing members to the Local Advisory Committee on Alcohol and Drug Abuse (LACADA). **NICK DESIMONE, WILLIAM DOUGHERTY, KATHLEEN FOSTER, LOUISE HABICHT, CLYDE EUGENE ISNER, JAMES MCBEE, JR., GAIL SLIMM, FRANK SMITH, LINDA TRAMO, DENISE WELSH, PROSECUTOR'S OFFICE REPRESENTATIVE, AND SUPERINTENDENT OF SCHOOLS REPRESENTATIVE.**
35. RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. **SALVATORE BARBUTO, RONALD BOWERS, DENNIS COOK, ROBERT DAZLICH, DENNIS LEDGER, INEZ NELSON, ALTERNATE, CHRISTINA VELAZQUEZ AND THERESA ZIEGLER, ALTERNATE.**
36. RESOLUTION appointing a member to the Gloucester County Mental Health Board. **DR. WILLIAM KING.**

37. RESOLUTION appointing members to the Municipal Economic Development Council. SUE MILLER, KEN BARNSHAW, ROBERT TICE, THEODORE SCHMIDT, DAVE DEEGAN, LAVON PHILLIP, STEVE KUSH, DIANE MALLOY, JARED ROLLINS, MICHELLE BRUNER, CODY MILLER, DAVID MISILEWICH, DON SULLIVAN, MARK KAMP, JOHN FITZPATRICK, ALICE O'BLENNIS, MEL ROBERTSON, ANGELA DONATO, JASON GONTER, JOHN DOMINY, TYLER ROST, RYAN GILES, JESSICA FLOYD, KEN MCILVAINE, JAKE JACOB, ROBERT CONLEY, MATT BLAKE, DIRECTOR OF ECONOMIC DEVELOPMENT, EXECUTIVE DIRECTOR OF WDB, REPRESENTATIVE FROM THE PLANNING BOARD, REPRESENTATIVE OF THE AGRICULTURAL DEVELOPMENT BOARD, GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REPRESENTATIVE.
38. RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. FREEHOLDER HEATHER SIMMONS, FREEHOLDER FRANK J. DIMARCO, 1st ALT. AND FREEHOLDER GIUSEPPE (JOE) CHILA, 2nd ALT.
39. RESOLUTION appointing members to the Parks and Golf Advisory Council. THOMAS BIANCO, MARGARET BONNER, LISA CERNY, JOHN P. DALY, LOU DEECK, GEORGE HUBBS AND DAVID YARNALL.
40. RESOLUTION appointing members to the Gloucester County Planning Board. ROBERT MCERLANE AND JAMES FISLER –ALT.
41. RESOLUTION appointing members to the Police Academy Advisory Board. J. THOMAS BUTTS, ROBERT J. ONLY, STEVEN PFEIFFER, COUNTY PROSECUTOR, POLICE CHIEF'S ASSOCIATION REPRESENTATIVES (3), COUNTY SHERIFF, ROWAN COLLEGE AT GLOUCESTER COUNTY REPRESENTATIVE, AND FREEHOLDER REPRESENTATIVE (2).
42. RESOLUTION appointing members to the Senior Services Advisory Board. DAWN COOPER, JACKIE DEFRANK, CONSTANCE FENTRESS, LACY HAYNICZ, JANICE HILL, ELIZABETH MCCULLOUGH, MARC NAGTEGAAL, WILMA NAGTEGAAL, JOYCE NUNEVILLER, JOAN RAUCH AND LIN TENAGLIA.
43. RESOLUTION appointing members to the Solid Waste Advisory Council. FREEHOLDER LIAISON, ERIC AGREN, KEN ATKINSON, JOE FERRARI, GERALD MICHAEL, JAMES MCCALL, DALE MILLER, SCOTT NORCROSS, RICHARD POOL, WENDY CAREY AND THERESA ZIEGLER.
44. RESOLUTION authorizing the adoption of amended by-laws and appointing members for the Gloucester County Tolerance Project. STEPHEN BAJEWICZ, FRANKLIN BROWN, JACKIE CABAN, ANTHONY WILCOX, HUMAN SERVICES DIRECTOR, GCIT SUPERINTENDENT OR DESIGNEE, AND SUPERINTENDENT OF SCHOOLS OR DESIGNEE.
45. RESOLUTION appointing members to the Tri-County Water Quality Control Board. LARRY HAYNES, AND FREEHOLDER LIAISON.
46. RESOLUTION appointing members to the Gloucester County Utilities Authority. TOM BIANCO AND HOWARD BRUNER.
47. RESOLUTION appointing members to the Advisory Board for the County Veteran's Cemetery. FREEHOLDER LIAISON, FREEHOLDER LIAISON DEPUTY, COMMANDER, GC VET ADVISORY BOARD, DIRECTOR OF VETERANS AFFAIRS, SUPERVISOR OF INTERMENT.

48. RESOLUTION appointing members to the Voting Accessibility Advisory Committee. **FOUR MEMBERS –BOARD OF ELECTIONS, GIUSEPPE (JOE) CHILA, LYNN MCCLINTOCK, LEONA MATHER, SUPERINTENDENT OF ELECTIONS, MARK HARRIS, BERNADETTE FORWARD, AND CHAD BRUNER.**
49. RESOLUTION appointing members to the Gloucester County Commission for Women. **RENA MORROW, ANA RIVERA AND DANIELE SPENCE.**
50. RESOLUTION appointing members to the Workforce Development Board. **JEFF BERGER, CLEVE BRYAN, SAM FERRAINO, THOMAS FLETCHER, LOU JIACOPELLO, WILLIAM LANG, SUSAN PERRON, DAN RUOTOLO AND STEPHEN SULTZ.**
51. RESOLUTION appointing members to the Gloucester County Youth Services Commission/Juvenile Crime Enforcement Coalition **STACEY AUGUSTINE, TARA CLAY, VENUS DAVIS, SONIA DECENCIO, REV. DR A.B. FRAZIER, CHARLES GOLDSTEIN, GLORIA GOODE, ROBERT GREEN, PASTOR LINDA BIZELLE-KING, ERIN KLEIN, MARYBETH MONROE, JENNIFER RODRIGUEZ, DR. CAROLE ANN SUBOTICH, FREEHOLDER DIRECTOR REPRESENTATIVE, PRESIDING JUDGE OF FAMILY PART/SUPERIOR COURT REPRESENTATIVE, ASSISTANT FAMILY DIVISION MANAGER REPRESENTATIVE, VICINAGE CHIEF PROBATION OFFICER REPRESENTATIVE, COUNTY PROSECUTOR REPRESENTATIVE, COUNTY PUBLIC DEFENDER REPRESENTATIVE, COUNTY REPRESENTATIVE HUMAN SERVICES AREA TEAM LEAD, COUNTY MENTAL HEALTH ADMINISTRATOR, SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, SUPERINTENDENT OF GCIT REPRESENTATIVE, DIVISION OF HUMAN AND DISABILITY SERVICE DIRECTOR, ASSOCIATE VP OF TOGETHER YOUTH SHELTER, DETENTION CENTER DIRECTOR REPRESENTATIVE, FAMILY CRISIS UNIT REPRESENTATIVE, LAW ENFORCEMENT REPRESENTATIVE, DIRECTOR OF ADDICTION SERVICES, AND WORKFORCE DEVELOPMENT REPRESENTATIVE.**

Director's Appointments

BENEDICTION Pastor Mark Ott

Proud to be an American, sung by Michael Jones

ADJOURNMENT

**RESOLUTION ADOPTING THE RULES OF THE
BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER
FOR THE YEAR 2018**

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Rules for the government of the Board of Chosen Freeholders of the County of Gloucester, a copy of which is annexed hereto and made a part hereof, consisting of Articles I through X, and consisting of 14 pages, be and hereby are adopted; and

BE IT FURTHER RESOLVED that inasmuch as copies of said rules have been distributed to all members of the Board of Chosen Freeholders in advance, and that same are lodged with the Clerk of the Board of Chosen Freeholders of the County of Gloucester and available for public inspection, that the reading of the rules in their entirety be dispensed with.

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.

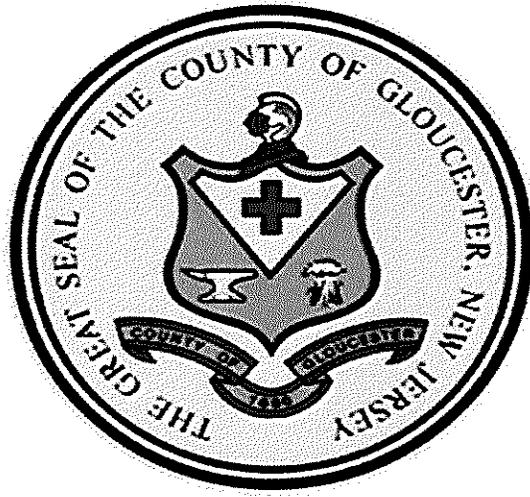


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



RULES OF THE BOARD

2018

ARTICLE I

All requests for Resolutions, with all supporting documentation, for both regular and special meetings shall be in the hands of the appropriate County Counsel prior to 10:00 a.m. on the Friday, two weeks preceding the next regularly scheduled meeting (when the next regularly scheduled meeting is held on the following Wednesday).

The County Counsel will be responsible for having the requested Resolution along with all supporting data in the Clerk of the Board's Office by 10:00 a.m. on the Friday of the week preceding the meeting. If the Friday preceding the meeting is a holiday, then all Proclamations and/or Resolutions shall be submitted to the Clerk of the Board's office by 10:00 a.m. on the Thursday preceding the meeting. The Department Head shall be responsible for obtaining a Certificate of Availability of Funds, where appropriate, which must be accompanied with the Agenda Request form.

All requests for Proclamations shall be prepared in accordance with the above stated schedule. All Proclamations shall be submitted under the Department of the Director, to be introduced by and in the name of the Director of the Board, and to include the name of the Freeholder sponsoring said Proclamation.

The Draft Agenda shall be set by the Freeholder Director and will be prepared by the Clerk of the Board's Office and transmitted to each Freeholder electronically by Friday of the week preceding the regular meeting.

All Proclamations and Resolutions shall be approved as to form by County Counsel and so noted on the rear of the face sheet thereof prior to same being accepted by the Clerk of the Board.

Any item not received by the deadline may be placed on the Agenda with a majority vote of the Freeholders present. However, same still must be approved as to form by County Counsel prior to action by the Board.

Should a holiday occur, the schedule as outlined will be altered to allow for Freeholder receipt of the Agenda at least 24 hours prior to the meeting.

The Clerk of the Board shall call special meetings of the Board whenever the Director may direct or whenever four members of the Board shall file with the Clerk of the Board a written request therefor. The call for a special meeting shall be in writing and shall state the business to be transacted and the purpose thereof, and shall be given as provided by law.

ARTICLE II
Place of Meetings

All meetings shall be held in the County Buildings, 1 N. Broad, Ceremonial Courtroom in the City of Woodbury, as aforesaid, except when otherwise ordered by the Board or otherwise specified in the call for a special meeting.

ARTICLE III
Quorum

A majority of all members elected and qualified shall constitute a quorum to transact business and to decide every matter or questions, except as otherwise provided by law, but a less number may convene from time to time and take action to compel the attendance of absentees. All business transacted shall be in accordance with existing Statutes.

ARTICLE IV
Order of Business

The order of business shall be as follows:

1. Call to order
2. Flag salute
3. Open Public Meetings statement
4. Roll Call
5. Changes to the Agenda
6. Approval of Minutes of previous meeting
7. Proclamations
8. Introduction and/or public hearings
9. Open meeting to the public
10. Old business
11. New business
12. Open meeting to the public
13. Adjournment

All Resolutions shall be read by title.

ARTICLE V
Rules of Order

1. Any member desiring to speak or present any petition, resolution, report or other matter to the board shall address the Director, and if two or more members address the Director at the same time, the Director shall decide which one is entitled to the floor.
2. No member shall speak more than twice on any question at the same meeting of the Board without leave of a majority of the members present.
3. No motion shall be debated or discussed unless the same has been seconded, and when a motion shall have been made and seconded, it shall be stated by the Director before debate, and every motion or resolution shall be reduced to writing if any member shall desire it.
4. When a motion is under debate, no motion shall be received except:
 - a. to adjourn,
 - b. to lay on the table,
 - c. for the previous questions,
 - d. to postpone,
 - e. to amend, which questions shall have precedence in the order above named
5. A motion to adjourn, lay on the table, to postpone, or for the previous question shall be decided without debate.
6. If any question in debate shall contain several distinct propositions, a division shall be made by the Director or/at the request of any Freeholder.
7. When a motion has once been put and decided, it shall be in order for a member who voted in the majority to move the reconsideration thereof, but no such motion shall be in order more than once, nor unless made on the same day in which the vote was taken, or on the day of the next subsequent meeting of the Board.
8. There shall be a roll call for attendance. All votes on ordinances shall be roll call votes. All other actions or resolutions shall be by roll call vote.
9. When a member shall be called to order by the Director or by a member, the member shall immediately resume his/her seat and the point of order shall be decided by the Director subject to an appeal to be determined by the members present.

The Director may call for the opinion of County Counsel upon any question of order.
10. No member shall speak to another or leave his/her seat while the minutes, reports, or any other papers are being read or any member is engaged in debate.
11. No member shall withdraw from the meeting room while the Board is in session without the permission of the Director or of the Board.
12. Unless as otherwise provided for by law, or by a rule of this Board, the Freeholder in charge of the Department or committee ordering any material or work done must examine the bills or vouchers therefor and approve or reject the same before the same shall be filed with the auditors and paid.

13. All reports from any Department or Standing or Special Committees shall be made in writing and filed with the Clerk of the Board prior to the meeting unless said reports are given orally.
14. All other questions of order and debate not herein enumerated shall be decided according to Robert's Rules of Order newly revised 11th edition as revised and amended from time to time.
15. Public participation at meetings of the Board of Chosen Freeholders shall be encouraged and shall be regulated as follows:
 - A. A member of the public wishing to address the Board may do so after being recognized by the Director of the Board.
 - B. The speaker must state his or her name and residence address for the record;
 - C. All persons recognized by the Director must engage in respectful and orderly discourse. In the event of disrespectful, vulgar or inflammatory discourse, repetitive the Director may exercise discretion and terminate the person's right to speak;
 - D. All statements to the Board of Chosen Freeholders or other members of the County administration must be addressed through the Director;
 - E. Members of the public addressing the Board shall be allotted up to five minutes to address members of the Board regardless of the number of issues to be addressed. Members of the public will be recognized only during the designated public participation segments of the meeting. Speakers shall not be entitled to "borrow" time from other speakers.

At the discretion of the Director and subject to the consent of a majority of the Board present at a given meeting, the time allocation may be relaxed and extended when in the best interest of the County and the business of the Board. Such relaxation or extension shall not constitute a binding precedent on the Board with regard to other speakers on the same or other issues.

16. No member of the Board of Chosen Freeholders shall engage in any text messaging, e-mailing, or use of a cell phone or other mode of electronic communication at any time during the course of a public meeting, with the exception of the use of County issued iPads, which shall not have wireless capabilities.

ARTICLE VI

Officers, Employees and Representatives

The Director and Deputy Director of this Board shall be elected at the annual meeting as aforesaid. In addition, the Board shall elect the following officers, employees and representatives:

Officers	
County Administrator	3, 4 or 5 years
Clerk of the Board	3 years
County Treasurer	3 years
Chief Financial Officer	1 (if interim) or 3 years
County Counsel	3 years
County Engineer	5 years
County Road Supervisor	5 years
Assistant Road Supervisor	3 years
County Fire Marshal	3 years
Assistant County Fire Marshal	3 years
County Purchasing Agent	3 or 5 years (if QPA)
Buildings & Grounds Supt.	5 years
Medical Examiner	5 years
Emergency Mgt. Coordinator	3 years
Deputy Emergency Mgt. Coordinator	3 years
County Tax Assessor	5 years
Deputy County Tax Assessor	3 years
Employees and Representatives	
Delegate to State Assoc.	1 year

The Board may select such other officers, employees or representatives as it deems necessary, which officers, employees or representatives shall be elected for the terms prescribed by law. In cases where no term is specified therein, then the officer, employee or representative shall serve at the pleasure of the Board.

All officers, employees and representatives to be elected by the Board shall be nominated from the floor and the nominees receiving the votes of a majority of the entire membership present of the Board shall be declared elected unless otherwise provided by law.

Any elected officer, employee or representative may be removed during his term of office for cause, subject to the Statutes in such case made and provided.

ARTICLE VII
Duties of Officers

1. Director of the Board

The Director shall preside at all meetings of the Board, preserve order and decide questions or order subject to an appeal as herein provided. The Director shall vacate the chair only when moving a motion or resolution at which point he shall appoint some member of the Board as Director pro tem.

The Director shall appoint all standing and special committees with the consent of the Board, and shall be an ex-officio member of each such committee, as well as each and every department with the full right to vote.

The Director shall have no greater authority than other freeholders except as hereinabove provided.

2. Deputy Director of the Board

The Deputy Director shall serve during the absence or temporary disability of the Director, and during the time of actual service the Deputy Director shall have all of the powers and duties given to the Director or imposed upon the Director.

3. County Administrator

The County Administrator shall be responsible to the Board of Chosen Freeholders for the efficient, orderly and economical administration of all administrative and executive affairs of the County. The County Administrator shall have the power to recommend, when and where appropriate, the appointment, promotion, removal, suspension, discipline, supervision and control of all department heads, consistent with Titles 4 and 11 of the Revised Statutes of New Jersey. The County Administrator will be authorized to sign-off on all personnel actions. The County Administrator will be the authorized Appointing Authority for the County of Gloucester.

The County Administrator shall assist in the preparation of the annual budget and capital program for each ensuing year and shall, upon the adoption thereof, guide and advise the execution of same in accordance with the appropriations, resolutions and ordinances adopted by the Board.

The County Administrator is authorized to approve any bill for payment prior to the date of audit for such purposes as would favor the County of Gloucester and/or provide for discounts, savings or enhance the orderly conduct of business. Such authorization shall be in writing. A record of any such authorizations for payment shall be included in the first audit subsequent to payment, for ratification by the Board of Freeholders.

The County Administrator shall review and offer recommendations regarding the supervision, direction and control of the internal organization and reorganization, where necessary, of each department or other administrative office and unit of the County except as herein otherwise provided.

The County Administrator shall attend all meetings of the Board with the right to take part in the discussions, but without the right to vote.

The County Administrator shall recommend for adoption by the Board such measure as he/she may deem necessary and proper for the efficient economical and lawful administration of the internal affairs of the County.

The County Administrator shall have the authority to examine or inquire into the affairs or operation of any division, department, office or employee of the County relating to the internal affairs of the County at any time, including any autonomous or semi-autonomous body or board whose operations are in part or in full financed by the County upon first notifying the freeholder in charge.

The County Administrator shall advise and recommend the establishment of personnel policies of the County.

The County Administrator shall have the authority with the concurrence of the Director of the Board of Freeholders to submit vouchers to the Department of Administration for audit and payment by the Board of Freeholders at times other than those described in Article X hereof.

The County Administrator shall perform such duties and have such other powers as permitted by statute or by the ordinance and resolutions of the County.

The County Administrator shall have all necessary and incidental powers to perform and exercise any of the duties and functions specified above and any others which are lawfully delegated to him/her by direction of the Board.

The County Administrator shall receive an annual salary as provided for in the annual salary resolution.

The County Administrator shall also have the power to sign any and all documents on behalf of the Clerk of the Board in the absence of the Clerk of the Board. In the absence of both the Clerk of the Board and the County Administrator, the Deputy County Administrator shall have the power to sign any and all documents.

4. Clerk of the Board

It shall be the duty of the Clerk of the Board to attend all meetings of the Board, to keep full and accurate minutes of all proceedings and enter the same, with all orders and resolutions, in a book to be kept for that purpose. Said minutes to be taken from recorded meeting tapes, which shall be retained for a period of ninety (90) days or after the official minutes as kept by the Clerk of the Board are approved, whichever date is later. The Clerk of the Board shall make available to the public reproductions/copies of any tapes kept for a fee consistent with OPRA. The Clerk of the Board shall have custody of the Seal of the County and all books, papers, and documents belonging to or relating to the Board. The Clerk of the Board shall provide for all notices and advertisements as prescribed by law. The Clerk of the Board shall perform such other duties as the Board may order from time to time. For his/her service, the Clerk of the Board shall receive an annual salary to be fixed by the Board.

5. County Treasurer

The County Treasurer shall attend such meetings of the Board as the Director of the Board so requests and shall report the condition of the finances of the County. He/she shall prepare, prior to each regular meeting, a monthly report showing the monies on hand in each of the accounts of the budget appropriations and present the same to the Board at the regular meeting. He/she shall receive all funds of the County of Gloucester and deposit said funds as prescribed by New Jersey Statutes 40A:5-15. He/she shall also prudently invest cash not immediately required in financial institutions qualified to receive such investments under the New Jersey GUDPA law. He/she shall certify all Purchase Orders issued by the County Purchasing Agent, only as to the availability of funds and shall encumber said amounts. He/she shall perform such other duties as prescribed by regulations of the Division of Local Government Services or by resolution of manner described by ordinance.

The Treasurer is authorized to pay insurance premiums prior to the date of audit if said payment is necessary to avoid loss of insurance coverage and/or the imposition of interest or other monetary charges. A record of all such insurance premium payments shall be included in the first audit subsequent to payment for ratification by the Board of Freeholders.

6. Public Works Director

The Director of the Department of Public Works shall develop, coordinates and maintains daily responsibility and tasks of the divisions of County Engineer, the Road Supervisor, the Planning Director and the Superintendent of Fleet Management. The Director of Public Works shall be responsible for the preparation of the annual budget and shall work with and consult with each of the respective division heads on this component. The Director of the Department of Public Works shall be responsible for the effective management of all employees of each of the divisions within the Public Works Department. Such management shall include all recommendations for discipline which shall be made directly to the County Administrator. The Director of the Department of Public Works shall have oversight into the day to day operations of the Road Department, including

project scheduling and any matters related thereto. The Director of the Department of Public Works shall receive and review operation reports of each of the divisions of the Department and shall be responsible for oversight to assure the effective coordination of all operations. The Director of the Department of Public Works shall participate in the review and approval of all road opening permits and subsequent approval of the release of all performance guarantees. The Director of the Department of Public Works shall receive an annual salary to be fixed by the board. He/she shall attend such meetings as the Director of the Board so requests.

7. County Engineer

The County Engineer shall furnish all plans, specifications and estimates and perform the duties of an engineer in making all surveys necessary for road and bridge construction, maintenance and repairs. He/she shall supervise the construction and reconstruction of all County roads and bridges as required by law. The County Engineer shall participate in the review and approval of all road opening permits and subsequent approval of the release of all performance guarantees. The County Engineer shall attend such meetings of the Board as the Director of the Board so requests.

8. County Road Supervisor

The County Road Supervisor shall have charge of the repair and maintenance of the County roads. He/she shall regularly inspect the roads, and report to the County Engineer any findings of roads, bridges or appurtenances that could require design improvements.

The County Road Supervisor shall be responsible for daily and routine maintenance of all county roads, bridges and drainage ways. He/she shall approve all bills for expenses and repair of said road projects not under the jurisdiction of the County Engineer before the same shall be paid. He/she shall make out a statement of all expenditures and report to the Freeholder responsible for the Department of Public Works and the County Administrator on a monthly basis. He/she shall, as directed by the Freeholder responsible for the Department of Public Works, order and purchase all material for road purposes within the limitations provided by law and these rules and keep an accurate account thereof, and report the same to the Board monthly. He/she shall receive an annual salary to be fixed by the Board. He/she shall attend such meetings of the Board as the Director of the Board so requests. The Board of Freeholders shall establish policies, procedures and a permitting process for the opening or excavating of County Roads. It shall be the responsibility of the Road Supervisor to administer said policy.

The Director of the Department of Public Works, the Road Supervisor, the County Engineer and the County Planning Director shall review and approve all requests for road opening permits and the release of all guarantees involved in the permitting process.

9. Superintendent of Weights and Measures

The Superintendent of Weights and Measures shall perform his/her duties as prescribed by law, and shall at each meeting of the Board, make a written report of his/her operations for the past month. He/she shall receive an annual salary to be fixed by the Board of Chosen Freeholders. He/she shall attend such meetings of the Board as the Director of the Board so requests.

10. County Counsel and Assistant County Counsel

The County Counsel, or any Assistant County Counsel shall attend all formal meetings of the Board and shall receive for such attendance and duties as to this office an annual salary to be fixed by the Board. Absence shall be permissible upon approval of assigned Freeholder or Director of the Board. He/she shall conduct all of the legal business of the County except as hereinafter provided. Any attorney-at-law of this state may be employed by the Board to perform legal services on behalf of the County to serve at its pleasure and be paid such compensation as it may determine to be reasonable. Each such attorney shall be subject to the supervision of the Director.

Assistant County Counsel shall perform such duties as may be delegated to them by the County Counsel or by the Board, and in the absence of the County Counsel perform their duties. All Counsel shall receive an annual salary to be fixed by the Board.

11. Purchasing Agent

The Purchasing Agent shall purchase supplies, materials and equipment, and contract for services required by any department purchases made and contracts awarded for any supplies, materials or equipment or contractual services shall be pursuant to a written requisition from the department whose appropriation will be charged and the Certification of the Treasurer that a sufficient unencumbered balance of appropriation is available to pay therefor. He/she shall establish and enforce specifications with respect to such services, supplies, materials and equipment. He/she shall receive bids and recommend to the Freeholders the awarding of contracts other than those contracts where the Board of Freeholders, by resolution, have designated responsibility to another official. The County Purchasing Agent shall have the authority, with the advice of assigned Counsel, to reject any bids and rebid for goods and services. In case of the rejection of bids, the Purchasing Agent shall notify the Freeholder in charge of Administration, the Freeholder in charge of the department seeking the goods and/or services and the County Administrator.

He/she shall have charge of any and all central storerooms which may be established pursuant to effectively carrying out his/her duties. He/she shall attend such meetings of the Board as the Director of the Board so requests.

12. All other officers

All other officer, agents and employees of this Board as may be required to do the business of the County as may be appointed therefor shall do and perform such duties as are now or may hereafter be required by law, by the Board, or by the proper Director in charge thereof.

13. Indemnification and liability

a. The Board of Chosen Freeholders of the County of Gloucester (hereinafter referred to as the Board) shall defend and indemnify any Freeholder member of said Board (hereinafter referred to as member), or officer described in Article VI (hereinafter referred to as officer) in accordance with the New Jersey Tort Claims Act, P.L. 1982, c. 45 (c. 59:1-1 et seq.). The Board shall pay or reimburse any member or officer of the Board for any bona fide settlement agreement, and shall pay or reimburse all costs of defending the action, including reasonable attorney fees and expenses, together with costs of appeal, if any.

The Board shall not defend and indemnify any member or officer of the Board when the act of omission was not within the scope of employment or duties, or the act or omission was because of actual fraud, willful misconduct or actual malice.

b. When the Board defends an Action against any member or officer of the Board, the Board may assume exclusive control of the defense of such persons.

c. In any action undertaken by the Board on behalf of a member or officer of the Board, such person defended by the Board shall cooperate fully with the defense. The member or officer of the Board shall provide prompt notice to the Board and its legal counsel of any complaints or claims served upon such person or the Board. The Board shall provide timely information to the member or officer defended by the Board on the progress of the action.

d. No member of the Board or person executing bonds or notes as authorized by the Board shall be liable personally on the bonds or notes by reason of their issuance.

ARTICLE VIII

Departments

There are hereby created seven departments for the proper administration of the business of the County by this Board. Each department shall be under the direct control and supervision of a director thereof, who shall be appointed at the annual meeting by the Director of this Board. The Director of this Board may also appoint such other members to each department as the Director deems necessary. The various departments and their duties are as hereinafter set forth:

1. **Department of Administration.** The Department of Administration, through the Human Resources Division, shall have jurisdiction over all personnel policies of the County, and of its officers and employees, and all matters relating to Civil Service. This Department shall be responsible for all labor negotiations and shall have jurisdiction over Administrator/Human Resources/Clerk of the Board, Board of School Estimates, County Counsel, Improvement

Authority, Information Technology, Insurance Commission, Planning Board Member (Statutory), Purchasing, Tax Assessor/Board of Taxation, Treasurer, Wage & Hour.

2. **Department of Public Safety and Veterans Affairs.** The Department of Public Safety and Veterans Affairs shall have jurisdiction over the following sub-departments and/or committees: Board of School Estimates, Elections (Board & Superintendent), Emergency Management/ Emergency Management Council, Emergency Response (911), Emergency Medical Services (EMS), Fire Marshal, Veteran's Affairs, Veteran's Advisory Committee, Veteran's Cemetery Committee and Voting Accessibility Advisory Committee.

3. **Department of Public Works and Economic Development.** The Department of Public Works and Economic Development shall have jurisdiction over the following sub-departments and/or committees: Economic Development, Gloucester County Chamber of Commerce Representative (GCCC), Planning Board Member (Statutory), Public Works (Engineering, Fleet Management, Planning/CDBG, and Roads), S.W.A.C. and Tri-County Water Quality Management Board.

4. **Department of Education.** The Department of Education shall have jurisdiction over the following sub-departments and/or committees: Board of School Estimates, Consumer Protection, Gloucester County Institute of Technology/ Special Services School District (GCIT/SSSD), Gloucester County Library System, Police Academy Advisory Council, Rowan College at Gloucester County (RCGC) and Superintendent of Schools.

5. **Department of Parks & Land Preservation.** The Department of Parks & Land Preservation shall have jurisdiction over the following sub-departments and/or committees: Agriculture Development Board, Extension Services, Golf Course, Land Preservation, Parks and Golf Advisory Board, and Parks & Recreation.

6. **Department of Buildings and Government Services.** The Department of Buildings and Government Services shall have jurisdiction over the following sub-departments and/or committees: Animal Shelter, Animal Shelter Advisory Committee, Buildings and Grounds, Construction Board of Appeals, Correctional Services, County Clerk, Courts/Probation, Housing Authority, Prosecutor, Sheriff, Surrogate and Utilities Authority.

7. **Department of Health and Human Services.** The Department of Health and Human Services shall have jurisdiction over the following sub-departments and/or committees: Commission for Women, Health (Disability/Mental Health/DPAC, Medical Examiner, Senior Services), Human Services Advisory Council, Human Services, Social Services, Transportation Advisory Council, Tools for Tolerance Project and Youth Services Commission.

ARTICLE IX

Auditing of Bills

The Treasurer shall examine all bills presented to it for payment by persons furnishing or selling the County goods or services of any kind in the different offices or the several departments thereof in the County. All bills and claims against the County shall be presented to the Treasurer not later than the close of business on the first day of each month, or they may be presented to the County Treasurer during regular office hours. All requests for payments thus presented shall be audited prior to the regular monthly meeting. The Treasurer may set more than one day to attend to its duties in connection with any one meeting if, in its judgment, such action is necessary. The Treasurer may in its sole discretion audit any bill presented at any time.

ARTICLE X

Suspension and Amendments

These rules and any order of the Board may be suspended upon the affirmative vote of at least four members of the entire Board. These rules may be amended by submitting the proposed amendments in writing to the Board at a meeting duly called in accordance with these rules, read aloud by the Clerk of the Board and laid over for a vote at the next regular meeting of the Board or at a special meeting duly called for the purpose, at which time a majority vote of the entire membership shall be required for the adoption of the amendment, provided however, and rule may be altered or amended at any meeting by the unanimous consent of all members of the Board.

Revised 12/29/2017

**RESOLUTION ADOPTING FREEHOLDER ASSIGNMENTS FOR
THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER FOR THE YEAR 2018**

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the assignments of the Departments and areas of responsibility for the Board of Chosen Freeholders of the County of Gloucester, a copy of which is annexed hereto and made a part hereof, be and is hereby adopted; and

BE IT FURTHER RESOLVED that inasmuch as copies of said assignments have been distributed to all members of the Board of Chosen Freeholders of the County of Gloucester in advance, and that same are lodged with the Clerk of the Board of Chosen Freeholders of the County of Gloucester and available for public inspection, that the reading of the assignments in their entirety may be dispensed with at the discretion of the Director.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

****2018 FREEHOLDER DEPARTMENT ASSIGNMENTS****

DEPARTMENT OF ADMINISTRATION

Administrator/Human Resources/Clerk of the Board
 Board of School Estimates
 County Counsel
 Improvement Authority
 Information Technology
 Insurance Commission

**DIRECTOR DAMMINGER
 FREEHOLDER CHILA**

Planning Board Member (Statutory)
 Purchasing
 Tax Assessor/Board of Taxation
 Treasurer
 Wage & Hour

DEPARTMENT OF PUBLIC SAFETY AND VETERANS AFFAIRS

Board of School Estimates
 Elections, Board & Superintendent
 Emergency Management/Emergency Management Council
 Emergency Medical Services (EMS)
 Emergency Response (911)

**FREEHOLDER CHILA
 FREEHOLDER SIMMONS**

Fire Marshal
 Veteran's Affairs
 Veteran's Advisory Committee
 Veteran's Cemetery Committee
 Voting Accessibility Advisory Committee

**DEPARTMENT OF ECONOMIC DEVELOPMENT
 & PUBLIC WORKS**

Economic Development
 Gloucester County Chamber of Commerce Representative
 Planning Board Member (Statutory)
 Public Works (Engineering, Fleet Management, Planning/CDBG, Roads)

**FREEHOLDER SIMMONS
 FREEHOLDER CHRISTY**

SWAC
 Tri-County Water Quality Management

DEPARTMENT OF EDUCATION

Board of School Estimates
 Consumer Protection
 GCIT/SSSD
 Gloucester County Library System

**FREEHOLDER BARNES
 FREEHOLDER JEFFERSON**

Police Academy
 Rowan College at Gloucester County (RCGC)
 Superintendent of Schools

DEPARTMENT OF PARKS & LAND PRESERVATION

Agriculture Development Board
 Extension Services
 Golf Course

**FREEHOLDER DIMARCO
 FREEHOLDER CHILA**

Land Preservation
 Parks and Golf Advisory Board
 Parks & Recreation

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

Animal Shelter
 Animal Shelter Advisory Committee
 Buildings & Grounds
 Construction Board of Appeals
 Correctional Services
 County Clerk

**FREEHOLDER CHRISTY
 FREEHOLDER DIMARCO**

Courts/Probation
 Housing Authority
 Prosecutor
 Sheriff
 Surrogate
 Utilities Authority

DEPARTMENT OF HEALTH & HUMAN SERVICES

Commission for Women
 Health (Disability/Mental Health/DPAC, Medical Examiner, Senior Services)
 Human Services Advisory
 Human Services

**FREEHOLDER JEFFERSON
 FREEHOLDER BARNES**

Social Services
 Transportation Advisory
 Tools for Tolerance Project
 Youth Services Commission

RESOLUTION AUTHORIZING AND APPROVING THE TEMPORARY BUDGET FOR THE YEAR 2018 PURSUANT TO N.J.S.A. 40A:4-19

WHEREAS, N.J.S.A. 40A:4-19 of the Local Budget Law provides that where any contracts, commitments or payments are to be made prior to final adoption of the 2018 Budget, temporary appropriations shall be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty (30) days of January 2018; and

WHEREAS, 26.25% of the total appropriations in the 2017 Budget, exclusive of any appropriations made for the debt service, capital improvement funds, and public assistance in said 2017 Budget is the sum of \$51,182,977.39.

NOW, THEREFORE, BE IT RESOLVED that the following Temporary Appropriations in the total amount of \$51,010,222.00, exclusive of debt service, capital improvement funds and Public Assistance are hereby authorized and approved, and that a certified copy of this Resolution shall be transmitted to the Chief Financial Officer for her records.

BE IT FURTHER RESOLVED that the Temporary Appropriation for debt service, capital improvement funds and public assistance shall be \$34,755,679.00, and that the total Temporary Appropriation in the amount of \$85,765,901.00 is hereby authorized and approved as follows:

GENERAL APPROPRIATIONS

(a.) Operations

A. General Administration

1. Administration	
Salaries and Wages	308,438.00
Other Expenses	40,556.00
2. Board of Chosen Freeholders	
Salaries & Wages	137,857.00
Other Expenses	23,125.00
3. Advertising Board	
Other Expenses	3,000.00
4. County Clerk	
Salaries & Wages	411,840.00
Other Expenses	159,604.00
5. Superintendent of Elections	
Salaries & Wages	185,438.00
Other Expenses	170,825.00
6. Financial Administration	
Salaries & Wages	184,666.00
Other Expenses	18,823.00
7. Purchasing Department	
Salaries & Wages	97,888.00
Other Expenses	9,419.00

8. Information Technology		
Salaries & Wages		289,289.00
Other Expenses		378,608.00
9. Board of Taxation		
Salaries & Wages		16,288.00
Other Expenses		375.00
10. County Assessor		
Salaries & Wages		316,855.00
Other Expenses		342,299.00
11. Legal Department		
Salaries & Wages		312,680.00
Other Expenses		111,981.00
12. Surrogate		
Salaries & Wages		150,366.00
Other Expenses		11,180.00
13. Engineering		
Salaries & Wages		296,546.00
Other Expenses		22,425.00
14. Department of Economic Development		
Salaries & Wages		897.00
Other Expenses		29,188.00
15. Historical Society		
Other Expenses		3,750.00

B. LAND USE ADMINISTRATION

1. Planning		
Salaries & Wages		54,063.00
Other Expenses		18,999.00
2. Construction Board of Appeals		
Salaries and Wages		12,845.00
Other Expenses		344.00

C. CODE ENFORCEMENT AND ADMINISTRATION

1. Consumer Protection		
Salaries & Wages		86,971.00
Other Expenses		3,395.00

D. INSURANCE

1. Liability Insurance		
Other Expenses		1,500,000.00
2. Workman's Compensation Insurance		
Other Expenses		700,000.00
3. Employee Group Insurance		
Other Expenses		5,867,500.00

4. Unemployment Insurance	
Other Expenses	100,000.00

E. PUBLIC SAFETY FUNCTIONS

1. Emergency Response	
Salaries & Wages	4,974,869.00
Other Expenses	1,018,563.00
2. Medical Examiner	
Salaries & Wages	248,013.00
Other Expenses	97,001.00
3. Sheriff's Office	
Salaries & Wages	2,163,474.00
Other Expenses	99,816.00
4. Prosecutor's Office	
Salaries & Wages	2,129,780.00
Other Expenses	103,167.00
5. Department of Corrections	
Salaries & Wages	1,333,632.00
Other Expenses	3,439,392.00

F. PUBLIC WORKS FUNCTION

1. Roads and Bridges	
Salaries & Wages	709,988.00
Other Expenses	352,369.00
2. Buildings & Grounds	
Salaries & Wages	817,918.00
Other Expenses	230,355.00
3. Fleet Management	
Salaries & Wages	130,389.00
Other Expenses	338,717.00

G. HEALTH AND HUMAN SERVICES

1. County Health Services – Interlocal Agreements (40:8A-1 et seq.)	
Salaries & Wages	547,301.00
Other Expenses	41,405.00
2. Educational & Disability Services	
Salaries & Wages	61,929.00
Other Expense	1,732.00
3. Senior Services	
Salaries & Wages	203,000.00
Other Expenses	142,000.00
4. Human Services	
Salaries & Wages	193,021.00
Other Expenses	58,181.00
5. Veterans Affairs	
Salaries & Wages	81,710.00
Other Expenses	7,877.00

6. Commission on Women		
Other Expenses		650.00
7. Animal Shelter		
Salaries & Wages		457,853.00
Other Expenses		61,418.00
8. Division of Social Services		
Salaries & Wages		2,540,000.00
Other Expenses		2,810,466.00
Aid to Dependent Children		26,134.00
Supplemental Social Security		115,599.00
9. Cerebral Palsy Clinic		
Other Expenses		15,000.00
10. Family Support Center (40:5-2.9)		
Other Expenses		82,460.00
11. Mental Health Outpost		
Other Expenses		213,500.00
12. The Arc Gloucester		
Other Expenses		22,000.00
13. Aid to Occupational Center of Gloucester County (40:23-8.11)		
Other Expenses		25,000.00
14. Juveniles in Need of Supervision (2A:4-42)		
Other Expenses		162,538.00
15. Support of Non-Profit Child Care Center		
Other Expenses		39,882.00
16. Code Blue Housing Services		25,000.00
G. PARKS AND RECREATION FUNCTIONS		
1. Parks and Recreation		
Salaries & Wages		241,721.00
Other Expenses		53,088.00
2. Golf Course		
Salaries & Wages		87,195.00
Other Expenses		98,916.00
H. EDUCATION FUNCTIONS		
1. Rowan College of Gloucester County		
Other Expenses		1,963,736.00
2. County Vocational School		
Other Expenses		2,050,000.00
3. Special Services School District		
Other Expenses		178,270.00
4. Office of the Superintendent of Schools		
Salaries & Wages		59,816.00
Other Expenses		5,695.00

5. County Extension Services	
Salaries & Wages	69,370.00
Other Expenses	30,218.00

I. UTILITIES

Electricity	420,000.00
Street Lighting	7,250.00
Water	40,000.00
Gas (Natural or Propane)	187,000.00
Heating Oil	20,000.00
Telephone	550,000.00
Sewer	17,000.00
Gasoline & Diesel	225,000.00

J. LANDFILL/SOLID WASTE DISPOSAL

1. Soil Safe – Contractual Obligation Logan Township	
Other Expenses	70,000.00

K. UNCLASSIFIED

1. Prior Year Bills	101,684.00
2. Matching Funds for Grants	
a. Alcohol/Drug Abuse	82,911.00

COUNTY DEBT SERVICE

1. Principal on College Bonds	1,252,500.00
2. Interest on College Bonds	201,534.00
3. Interest on Other Bonds	3,413,894.00
4. Principal on Other Bonds	17,304,500.00
5. Improvement Authority Lease Purchase	
Principal	4,670,000.00
Interest	1,479,592.00
6. EIT Loans – Principal & Interest	647,226.00
7. Justice Complex Loan – Principle	2,280,000.00
8. Justice Complex Loan – Interest	3,364,700.00

STATUTORY EXPENDITURES

1. Public Employee's Retirement System	2,931,498.00
2. Social Security	1,500,000.00
3. Police & Fire Retirement System	1,610,165.00

CONTINGENT

1. Contingent 50,000.00

TOTAL TEMPORARY BUDGET FOR THE YEAR 2018 \$85,765,901.00

ADOPTED at the Annual Stated Meeting of the Gloucester County Board of Chosen Freeholders held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

THIS IS TO CERTIFY that this is a true copy of the Resolution introduced and adopted by the Board of Chosen Freeholders of the County of Gloucester, New Jersey at the Annual Meeting of this Board held at Woodbury, New Jersey on January 5, 2018.

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain programs; and

WHEREAS, there is a need to include additional monies in the 2018 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2018 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2018, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$10,126,985.00.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

Statutory Expenditures

- | | |
|--|--------------|
| 1. Public Employee’s Retirement System | 4,000,000.00 |
| 2. Police & Fire Retirement System | 2,000,000.00 |

State & Federal Grants

- | | |
|---|--------------|
| 1. Comprehensive Traffic Safety Program | 44,450.00 |
| 2. DUI Checkpoint/Saturation Patrol | 130,000.00 |
| 3. Stop Violence Against Women Grant | 23,563.00 |
| 4. Personal Assistance Service Program | 51,300.00 |
| 5. Alcohol/Drug Abuse | 566,607.00 |
| 6. Human Services Planning Grant | 62,770.00 |
| 7. Abused and Missing Children | 3,234.00 |
| 8. Youth Incentive Program | 38,442.00 |
| 9. Family Court Program | 141,848.00 |
| 10. State/Community Partnership | 279,282.00 |
| 11. Prevention of Teen Pregnancy | 1,000.00 |
| 12. Social Services for the Homeless-State | 282,143.00 |
| 13. Social Services for the Homeless-TANF | 69,359.00 |
| 14. Social Services for the Homeless-SSBG | 50,576.00 |
| 15. Juvenile Detention Alternative | 124,000.00 |
| 16. Senior Citizen & Disabled Resident Transportation | 493,452.00 |
| 17. Title XX Transportation | 60,733.00 |
| 18. Section 5311 FTA | 159,508.00 |
| 19. Area Plan Grant | 1,008,377.00 |
| 20. Gang, Gun & Narcotics Task Force | 68,127.00 |
| 21. Victim Witness Advocacy-VOCA Supplement | 311,836.00 |
| 22. Insurance Fraud Reimbursement Program | 156,378.00 |

2. That said emergency temporary appropriations have been provided for in the 2018 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

ADOPTED at the Annual Stated Meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION ADOPTING A SCHEDULE OF REGULAR
MEETINGS OF THE BOARD OF CHOSEN FREEHOLDERS
FOR THE YEAR 2018**

WHEREAS, the Open Public Meetings Act of the State of New Jersey, N.J.S.A. 10:4-9(a) requires public bodies to adopt an annual schedule of regular meetings and to furnish the public with notice of said schedule in a manner more specifically set forth in said Act.

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

1. The schedule of regular meetings of the Board of Chosen Freeholders of the County of Gloucester for the year 2018 annexed hereto and made a part hereof be and is hereby adopted;
2. Copies of said annual schedule of regular meetings shall be posted and shall continue to be posted throughout the year on the bulletin board in the vestibule of the Court House, Woodbury, New Jersey;
3. Copies of said annual schedule of regular meetings shall be made to the South Jersey Times and the Courier Post;
4. A copy of said annual schedule shall be filed with the Gloucester County Clerk.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



2018 FREEHOLDER MEETING SCHEDULE

Meeting Date	Meeting Type
January 5	Annual Reorganization (6:00 PM)
January 17	Regular Meeting
February 7	Regular Meeting
February 21	Regular Meeting
March 7	Regular Meeting
March 21	Regular Meeting
April 4	Regular Meeting
April 18	Regular Meeting
May 2	Regular Meeting
May 16	Regular Meeting
June 6	Regular Meeting
June 20	Regular Meeting
July 11	Regular Meeting
July 25	Regular Meeting
August 8	Regular Meeting
August 22	Regular Meeting
September 5	Regular Meeting
September 19	Regular Meeting
October 3	Regular Meeting
October 17	Regular Meeting
November 7	Regular Meeting
November 20 TUESDAY	Regular Meeting (6:00pm)
December 5	Regular Meeting
December 19	Regular Meeting
December 27 THURSDAY	Close Out Meeting (12:00 noon)

****UNLESS OTHERWISE STATED OR ADVERTISED ALL REGULAR MEETINGS SHALL COMMENCE AT 6:30 P.M. AND SHALL BE HELD IN COURT ROOM 201 (THE CEREMONIAL COURT ROOM) IN THE COUNTY COURTHOUSE, LOCATED AT 1 NORTH BROAD STREET, WOODBURY, NJ****

****PARKING IS IN THE REAR OF THE COUNTY COURTHOUSE OFF DELAWARE STREET****

****THE ENTRANCE TO THE FREEHOLDER MEETING IS IN THE REAR OF THE COUNTY COURTHOUSE AND IS HANDICAPPED ACCESSIBLE****

**RESOLUTION FIXING A FEE TO BE PAID BY MEMBERS
OF THE PUBLIC FOR RECEIVING PERSONAL NOTICE
OF MEETINGS PURSUANT TO THE OPEN PUBLIC
MEETINGS ACT**

WHEREAS, the Open Public Meetings Act of the state of New Jersey provides, at N.J.S.A. 10:4-19, that any person may request a public body to mail to him or her copies of any regular meeting schedule or revision thereof and any advance written notices required to be given in said Act of any regular, special or rescheduled meeting; and

WHEREAS, said provision of the Act also permits a public body to fix, by resolution, a reasonable fee to be prepaid by any such person requesting that said notices be forwarded to him or her to cover the costs of providing such notice.

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

1. Any member of the public wishing to receive personal notice of meetings as provided in the Open Public Meetings Act shall file his or her name and address with the Clerk of the Board of Chosen Freeholders of the County of Gloucester for said purpose and shall be required to pay, in advance, a fee in the amount of \$12 for the year 2018 to cover the costs of providing such notice;
2. As permitted by the Open Public Meetings Act, such notices requested by the news media shall be mailed free of charge.

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**RESOLUTION AUTHORIZING CASH MANAGEMENT PLAN
PURSUANT TO N.J.S.A. 40A:5-14, et seq.**

WHEREAS, N.J.S.A. 40A:5-14, et seq., requires the County of Gloucester to designate a “Cash Management Plan” to assure that all public funds are deposited in interest bearing Deposits or otherwise invested in Permitted Investments; and

WHEREAS, the Cash Management Plan has been prepared for the County of Gloucester by Tracey N. Giordano, Treasurer, and same is attached hereto and made a part hereof.

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

SECTION 1: That the Cash Management Plan prepared by Tracey N. Giordano, County Treasurer, and attached hereto, is hereby adopted by the County of Gloucester, effective January 1, 2018 through December 31, 2018.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

CASH MANAGEMENT PLAN OF THE COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the County of Gloucester, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN.

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the County of Gloucester.

CURRENT FUND	PARKS & RECREATION
CHANGE FUNDS	GCIC HEALTH DEPOSIT ACCOUNT
PAYROLL ACCOUNT	GCIC DEPOSIT ACCOUNT
TRANSFER HOLDING ACCOUNT	GCIC LIABILITY CLAIMS
LIBRARY-CHECK & MONEY MKT	GCIC HEALTH INSURANCE - DENTAL
COUNTY CLERK IMPROVEMENT	GCIC WORKER'S COMPENSATION CLAIMS
PROS. -AUTO THEFT	SOCIAL SERVICES CLEARING ACCOUNT
PROS. -SEIZED FUNDS	SOCIAL SERVICES GRANT ADMIN ACCOUNT
PROS. -FORFEITED FUNDS	SOCIAL SERVICES ADMINISTRATIVE ACCOUNT
PROS. FED. FORFEITED FUNDS	SOCIAL SERVICES ASSISTANCE ACCOUNT
PROS. ASSET MAINTENANCE	SOCIAL SERVICES GENERAL ASSISTANCE ZBA
PROS. -CONFIDENTIAL CHECKING	SOCIAL SERVICES OMEGA
SURROGATE IMPROVEMENT	SOCIAL SERVICES CHILD SUPPORT
PITMAN GOLF COURSE	SURROGATE COURT ACCOUNT
TAX APPEALS	COUNTY CLERK CASH ACCOUNT
ANIMAL SHELTER	COUNTY CLERK DEPOSIT ACCOUNT
AFLAC FLEX ONE	MONEY MARKET
NUTRITION	SERV A TRAY
EMS	PRISON WELFARE FUND
SHERIFF GENERAL	SHERIFF FORFEITED FUNDS
SHERIFF EXTRADITION	UNEMPLOYMENT TRUST
RESTRICTED FUNDS - NJ ARM	

III. DESIGNATION OF OFFICIALS OF THE COUNTY OF GLOUCESTER AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THIS PLAN.

The Chief Financial Officer of the County of Gloucester Tracey N. Giordano is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such officials of the County of Gloucester are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

TD BANK	PARKE BANK
NJ CASH MANAGEMENT	FIRST COLONIAL BANK
PNC BANK	BANK OF AMERICA
WACHOVIA	SUN NATIONAL BANK
NEWFIELD NATIONAL BANK	FULTON BANK
JP MORGAN CHASE BANK	THE BANK OF NEW YORK/MELLON
REPUBLIC BANK	

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL.

The brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official of the County of Gloucester referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to all Designated Official referred to in Section III above.

IV. AUTHORIZED INVESTMENTS.

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by the Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity dated not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c. 281 (C.52:18A090.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
 - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
 - (b) the custody of collateral is transferred to a third party;
 - (c) the maturity of the agreement is not more than 30 days;
 - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and
 - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) The portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

- (c) which has:
 - (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or
 - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940" 15 U.S.C. sec. 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.2:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that are: subject to high price volatility with changing market conditions; cannot reasonably be expected at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in the U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the County of Gloucester, then such instrument or security shall be covered by the custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the county of Gloucester to assure that there is no authorization use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the County of Gloucester or by a third party custodian prior to or upon the release of the County's funds.

To assure that all parties with whom the County of Gloucester deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing, a copy of which shall be on file with the Designated Official.

VIII. REPORTING REQUIREMENTS.

On the first day of each month during which this Plan is in effect, the Designated Official referred to in Section III hereof shall supply to the governing body of the County of Gloucester a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of the institution holding funds of the County of Gloucester as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.

- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the County of Gloucester.

IX. TERM OF PLAN.

This Plan shall be in effect from January 1, 2018 to December 31, 2018. Attached to this Plan is a resolution of the governing body of the County of Gloucester approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Board of Freeholders, the Designated Officials is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION APPOINTING A SUPERINTENDENT OF THE DEPARTMENT OF BUILDINGS AND GROUNDS FOR A FIVE YEAR TERM

WHEREAS, the County of Gloucester has previously created the Gloucester County Department of Buildings and Grounds; and

WHEREAS, N.J.S. 40A:9-32 specifically provides that in any County the governing body may provide for the appointment of a County Superintendent of Buildings and Grounds; and

WHEREAS, Peter Scirrotto currently an employee in the Department of Buildings and Grounds is capable and qualified by training and experience to perform the duties of the County Superintendent of Buildings and Grounds which specific powers, duties and functions are as described in the description which is attached to and made a part of this resolution.

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

1. Peter Scirrotto be and is hereby appointed the Gloucester County Superintendent of Buildings and Grounds;
2. Peter Scirrotto is hereby appointed for a term of 5 years, or until his successor is chosen and qualified, which term shall commence on April 2, 2018 to April 1, 2023;
3. Peter Scirrotto's compensation shall be as determined by the Board of Chosen Freeholders, within the range established by ordinance and for the specific compensation determined by the Board;
4. Peter Scirrotto as the Superintendent of Buildings and Grounds shall furnish an appropriate bond in the amount of \$5,000.00, the form of which bond shall be subject to approval by the Board of Chosen Freeholders and/or the Gloucester County Counsel.

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING A FIRE MARSHAL
FOR THE COUNTY OF GLOUCESTER**

WHEREAS, there exists the position of Fire Marshal for the County of Gloucester, which carries a three year term; and

WHEREAS, the three year appointment is about to expire and it is in the best interests of the County of Gloucester to appoint **EDWARD JOHNSON** for a three year term.

NOW, THEREFORE, BE IT RESOLVED that **EDWARD JOHNSON** be appointed to a three year term commencing January 15, 2018 and expiring January 14, 2021 or at such later time as a replacement be named.

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING A CONTRACT WITH PETRONI & ASSOCIATES, LLC FOR PROFESSIONAL ACCOUNTING SERVICES FROM JULY 1, 2018 TO JUNE 30, 2019 IN AN AMOUNT NOT TO EXCEED \$125,000.00

WHEREAS, there is a need by Gloucester County (hereinafter the “County”) for professional accounting services; and

WHEREAS, the County requested proposals, via RFP# 18-005, 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 Petroni & Associates, LLC, (“Petroni”) with offices at 102 W. High Street, Suite 100, P.O. Box 279, Glassboro, New Jersey 08028, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$125,000.00. Petroni shall be paid at the following hourly rates: \$180.00 for Nick L. Petroni; \$160.00 for RMA and/or CPA; \$145.00 for Senior Accountant; \$120.00 for Staff Accountant; \$70.00 for Paraprofessional and \$55.00 for Clerical/Secretarial Staff. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and Petroni & Associates, LLC, for professional accounting services from July 1, 2018 to June 30, 2019, in an amount not to exceed \$125,000.00. Petroni shall be paid at the following hourly rates: \$180.00 for Nick L. Petroni; \$160.00 for RMA and/or CPA; \$145.00 for Senior Accountant; \$120.00 for Staff Accountant; \$70.00 for Paraprofessional and \$55.00 for Clerical/Secretarial Staff; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PETRONI & ASSOCIATES, LLC**

THIS CONTRACT is made effective this 1st day of July, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as “**County**”), and **PETRONI & ASSOCIATES, LLC** (Limited Liability Company) with offices at 102 West High Street, Suite 100, P.O. Box 279, Glassboro, NJ 08028, (hereinafter referred to as “**Vendor**”).

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional accounting services; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning July 1, 2018 and concluding June 30, 2019.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$125,000.00. Vendor shall be paid at the following hourly rates: \$180.00 for Nick L. Petroni; \$160.00 for RMA and/or CPA; \$145.00 for Senior Accountant; \$120.00 for Staff Accountant; \$70.00 for Paraprofessional and \$55.00 for Clerical/Secretarial Staff.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #18-005, and Vendor's responsive proposal, dated November 3, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-005, this contract 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 RFP 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 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 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 or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 18-005, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #18-005 issued by the County of Gloucester and Vendor's responsive proposal dated November 3, 2017. Should there occur a conflict between this form of contract and the County's RFP #18-005, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #18-005 issued by the County of Gloucester and the Vendor's Proposal dated November 3, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of July, 2018.

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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PETRONI & ASSOCIATES, LLC

NICK L. PETRONI, CPA, RMA

RESOLUTION AUTHORIZING A CONTRACT WITH PARKER MCCAY, P.A. FOR PROFESSIONAL BOND COUNSEL LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018, IN AN AMOUNT NOT TO EXCEED \$175,000.00

WHEREAS, there is a need by Gloucester County for professional bond counsel legal services and other legal services of a specialized nature; and

WHEREAS, the County requested proposals, via RFP# 18-001, 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 Parker McCay, P.A., with offices at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey 08054-1539, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$175,000.00 for the following hourly rates: \$95.00 for paralegals/law clerks; \$190.00 to \$245.00 for associates; \$250.00 to \$285.00 for senior associates/counsel/of counsel and \$275.00 to \$295.00 for shareholders (Partners); and

WHEREAS, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Parker McCay, P.A., for the provision of professional bond counsel legal services and other legal services of a specialized nature for the period beginning January 1, 2018 and concluding December 31, 2018, in an amount not to exceed \$175,000.00 at the following hourly rates: \$95.00 for paralegals/law clerks; \$190.00 to \$245.00 for associates; \$250.00 to \$285.00 for senior associates/counsel/of counsel and \$275.00 to \$295.00 for shareholders (Partners); and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PARKER MCCAY, P. A.**

THIS CONTRACT is made effective this 1st day of January, 2018, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as “**County**”), and **PARKER MCCAY, P.A.**, with offices at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey 08054-1539, (hereinafter referred to as “**Attorney**”).

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional bond counsel legal services and other legal services of a specialized nature; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2018 and concluding December 31, 2018.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, in an amount not to exceed \$175,000.00 for the following hourly rates: \$95.00 for paralegals/law clerks; \$190.00 to \$245.00 for associates; \$250.00 to \$285.00 for senior associates/counsel/of counsel and \$275.00 to \$295.00 for shareholders (Partners), as per the RFP submitted by Vendor dated November 17, 2017.

B. 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.

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

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

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

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

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

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

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

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

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

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #18-001 and Attorney's responsive proposal dated November 17, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-001, this contract shall prevail.

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

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

The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Attorney will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP#18-001, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

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

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

8. **INDEMNIFICATION.** The Attorney 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 Attorney's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Attorney 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#18-001 issued by the County of Gloucester and Attorney's responsive proposal dated November 17, 2017. Should there occur a conflict between this form of contract and RFP#18-001 and the Attorney's responsive Proposal dated November 17, 2017, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#18-001 and the Attorney's responsive proposal dated November 17, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2018.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PARKER MCCAY, P.A.

**PHILIP A. NORCROSS,
MANAGING SHAREHOLDER
AND CHIEF EXECUTIVE
OFFICER**

RESOLUTION AUTHORIZING A CONTRACT WITH BROWN AND CONNERY, LLP FOR PROFESSIONAL LABOR ATTORNEY LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018, IN AN AMOUNT NOT TO EXCEED \$250,000.00

WHEREAS, there is a need by Gloucester County for professional labor attorney legal services and other legal services of a specialized nature; and

WHEREAS, the County requested proposals, via RFP# 18-004, 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 Brown and Connery, LLP, with offices at 360 Haddon Avenue, Westmont, NJ 08108, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$250,000.00 at the hourly rate of \$205.00 for attorneys' fees and \$95.00 for law clerks and paralegals. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract with Brown and Connery, LLP, for the provision of professional labor attorney legal services and other services of a specialized nature from January 1, 2018 to December 31, 2018, in an amount not to exceed \$250,000.00 at the hourly rate of \$205.00 for attorneys' fees and \$95.00 for law clerks and paralegals; and

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

BE IT FURTHER RESOLVED before any purchase of the other services be made pursuant to the within award, a certification must be obtained from the 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 the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
BROWN & CONNERY, LLP**

THIS CONTRACT is made effective this 1st day of January, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as “**County**”), and **BROWN & CONNERY, LLP**, (a limited liability partnership) with offices at 360 Haddon Avenue, Westmont, NJ 08108, (hereinafter referred to as (“**Attorney**”).

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional labor attorney legal services and other legal services of a specialized nature; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2018 and concluding December 31, 2018.

2. **COMPENSATION AND BILLING.**

A. Contract shall be for estimated units of services, in an amount not to exceed \$250,000.00, as more specifically described in the RFP submitted by Attorney dated November 14, 2017. Attorney shall be paid an hourly rate of \$205.00 for attorneys’ fees and \$95.00 for law clerks and paralegals for all such services.

B. 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.

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

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

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

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

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

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

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

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

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

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP#18-004 and Attorney's responsive proposal dated November 14, 2017, which are incorporated in their entirety and made a part of this contract. Should there occur a conflict between this form of contract and the RFP#18-004, this contract shall prevail.

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

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

The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Attorney will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP#18-004, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

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

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

8. **INDEMNIFICATION.** The Attorney 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 Attorney's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Attorney 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

12. **METHODS OF WORK.** Attorney agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Attorney, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Attorney shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Attorney's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Attorney is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Attorney agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#18-004 issued by the County of Gloucester and Attorney's responsive Proposal dated November 14, 2017. Should there occur a conflict between this form of contract and RFP #18-004, this contract shall prevail. Should there occur a conflict between this Contract or RFP #18-004 and the Attorney's responsive Proposal dated November 14, 2017, then this Contract or RFP #18-004, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2018.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

BROWN & CONNERY, LLP

**CHRISTINE P. O'HEARN,
PARTNER**

RESOLUTION AUTHORIZING A CONTRACT WITH ACACIA FINANCIAL GROUP, INC., FOR PROFESSIONAL FINANCIAL ADVISOR SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018, IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, there is a need by Gloucester County for professional financial advisor services; and

WHEREAS, the County requested proposals, via RFP# 18-006, 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 Acacia Financial Group, Inc., with offices at 601 Route 73 North, Suite 206, Marlton, NJ 08053, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$50,000.00 at the following hourly rates: \$195.00 for Co-President/Managing Director; \$190.00 for Senior Vice President/Vice President; \$180.00 for Assistant Vice President/Associate; \$155.00 for Analyst and \$50.00 for Administrative. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Acacia Financial Group, Inc., for the provision of professional financial advisor services from January 1, 2018 to December 31, 2018, in an amount not to exceed \$50,000.00, at the following hourly rates: \$195.00 for Co-President/Managing Director; \$190.00 for Senior Vice President/Vice President; \$180.00 for Assistant Vice President/Associate; \$155.00 for Analyst and \$50.00 for Administrative; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
ACACIA FINANCIAL GROUP, INC.**

THIS CONTRACT is made effective this 1st day of January, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **ACACIA FINANCIAL GROUP, INC.**, with offices at 601 Route 73 North, Suite 206, Mt. Laurel, NJ 08053, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional financial advisor services; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning January 1, 2018 and concluding December 31, 2018.
2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$50,000.00, at the following hourly rates: \$195.00 for Co-President/Managing Director; \$190.00 for Senior Vice President/Vice President; \$180.00 for Assistant Vice President/Associate; \$155.00 for Analyst and \$50.00 for Administrative as per the RFP submitted by Vendor dated November 16, 2016.

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #18-006, and Vendor's responsive proposal dated November 16, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-006, this contract 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 RFP 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 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 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 or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #18-006, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #18-006 issued by the County of Gloucester and Vendor's responsive proposal dated November 16, 2017. Should there occur a conflict between this form of contract and the County's RFP #18-006 and Vendor's responsive Proposal dated November 16, 2017, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #18-006 and the Vendor's responsive Proposal dated November 16, 2017, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2018.

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 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, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**ACACIA FINANCIAL
GROUP, INC.**

**KIM M. WHELAN,
CO-PRESIDENT**

RESOLUTION AUTHORIZING A CONTRACT WITH LAW OFFICES OF JOHN A. ALICE FOR LEGAL COUNSEL FOR THE COUNTY ADJUSTER'S OFFICE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018, IN AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, there is a need by Gloucester County for legal counsel for the County Adjuster's Office; and

WHEREAS, the County requested proposals, via RFP# 18-002, 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 the Law Offices of John A. Alice, with offices at 28 Cooper Street, Woodbury, NJ 08096, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$25,000.00 at the hourly rate of \$150.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract with the Law Offices of John A. Alice, for the provision of legal counsel for the County of Gloucester Adjuster's Office from January 1, 2018 to December 31, 2018, in an amount not to exceed \$25,000.00 at the hourly rate of \$150.00; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
LAW OFFICES OF JOHN A. ALICE**

THIS CONTRACT is made effective this 1st day of January, 2018, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and the **LAW OFFICES OF JOHN A. ALICE**, with offices at 28 Cooper Street, Woodbury, NJ 08096, (hereinafter referred to as "**Attorney**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional legal counsel to the Gloucester County Adjuster's Office and other additional legal services of a specialized nature as required by the County; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 1, 2018 and concluding December 31, 2018.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, in an amount not to exceed \$25,000.00 at an hourly rate of \$150.00, as per the RFP submitted by Attorney dated October 24, 2017.

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

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

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

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

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

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

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

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

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

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

3. DUTIES OF ATTORNEY. The specific duties of the Attorney shall be as set forth in the RFP #18-002 and Attorney's responsive proposal dated October 24, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-002, this contract shall prevail.

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

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

The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Attorney will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP #18-002, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney is determined.

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

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

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

9. **INSURANCE.** Attorney 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. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #18-002 issued by the County and Attorney's responsive proposal dated October 24, 2017. Should there occur a conflict between this form of contract and RFP #18-002 and the Attorney's responsive Proposal dated October 24, 2017, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP #18-002 and the Attorney's responsive proposal dated October 24, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2018.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

WITNESS:

**LAW OFFICES OF JOHN
A. ALICE**

JOHN A. ALICE, ESQUIRE

RESOLUTION AUTHORIZING A CONTRACT WITH BACH ASSOCIATES, PC AND JOSEPH F. MCKERNAN JR. ARCHITECTS AND ASSOCIATES, LLC FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR VARIOUS PROJECTS THROUGHOUT THE COUNTY FROM JANUARY 7, 2018 TO JANUARY 6, 2019 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER VENDOR

WHEREAS, there is a need by Gloucester County (hereinafter the "County") for professional architectural services for various projects throughout the County of Gloucester; and

WHEREAS, the County requested proposals, via RFP# 18-008, 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 Bach Associates, LLC ("Bach") with offices at 304 White Horse Pike, Haddon Heights, NJ 08035 and Joseph F. McKernan Jr. Architects & Associates, LLC ("McKernan") with offices at 100 Dobbs Lane, Suite 204, Cherry Hill, NJ 08034, made the most advantageous proposal; and

WHEREAS, the contracts shall be for estimated units of service, in an amount not to exceed \$40,000.00 per vendor. The contracts are therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and Bach and the County and McKernan for professional architectural services for various projects throughout the County from January 7, 2018 to January 6, 2019, in an amount not to exceed \$40,000.00 per vendor; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018. at Woodbury. New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
BACH ASSOCIATES, PC**

THIS CONTRACT is made effective this 7th day of January, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as “**County**”), and **BACH ASSOCIATES, PC**, with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, (hereinafter referred to as “**Vendor**”).

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional architectural services for various projects throughout the County; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 7, 2018 and concluding January 6, 2019.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$40,000.00. Vendor shall be paid at the following hourly rates: Principal - \$148.00; Department Head - \$145.00; Senior Project Manager - \$140.00; Project Manager - \$130.00; Senior Engineer/Architect/Planner - \$125.00; Engineer/Architect/Planner - \$120.00; Senior Construction Observer - \$110.00; Construction Observer - \$100.00; Senior Technician - \$100.00; Technician - \$95.00; Survey Party Chief - \$100.00; Survey Technician - \$90.00; Technical Typist - \$65.00; Secretary/Clerk - \$45.00.

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the County's RFP #18-008, and Vendor's responsive proposal, dated December 6, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-008, this contract 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 RFP 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 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 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 or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 18-008, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #18-008 issued by the County of Gloucester and Vendor's responsive proposal dated December 6, 2017. Should there occur a conflict between this form of contract and the County's RFP #18-008, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #18-008 issued by the County of Gloucester and the Vendor's Proposal dated December 6, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 7th day of January, 2018.

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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

BACH ASSOCIATES, PC

**STEVEN M. BACH, PE, RA,
PP, CME, PRESIDENT**

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
JOSEPH F. MCKERNAN JR. ARCHITECTS AND ASSOCIATES, LLC**

THIS CONTRACT is made effective this 7th day of January, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **JOSEPH F. MCKERNAN JR. ARCHITECTS AND ASSOCIATES, LLC**, with offices at 100 Dobbs Lane, Suite 204, Cherry Hill, NJ 08034, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional architectural services for various projects throughout the County; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period beginning January 7, 2018 and concluding January 6, 2019.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$40,000.00. Vendor shall be paid at the following hourly rates: Principal/Project Architect - \$165.00; Senior Project Manager - \$145.00; Quality Control - \$145.00; Project Manager - \$135.00; Assistant Project Manager - \$110.00; Designer - \$105.00; Senior CAD Draftsperson - \$95.00; CAD Draftsperson - \$85.00; Junior CAD Draftsperson - \$75.00; Administrative - \$65.00.

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the County's RFP #18-008, and Vendor's responsive proposal, dated December 1, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-008, this contract 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 RFP 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 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 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 or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 18-008, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #18-008 issued by the County of Gloucester and Vendor's responsive proposal dated December 1, 2017. Should there occur a conflict between this form of contract and the County's RFP #17-008, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #18-008 issued by the County of Gloucester and the Vendor's Proposal dated December 1, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 7th day of January, 2018.

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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**JOSEPH F. MCKERNAN JR.
ARCHITECTS AND
ASSOCIATES, LLC**

**JOSEPH F. MCKERNAN, JR.,
RA, PRESIDENT**

RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR PROFESSIONAL ELECTRICAL/MECHANICAL CONSULTANT SERVICES FOR HVAC FROM JANUARY 7, 2018 TO JANUARY 6, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, there is a need by Gloucester County (hereinafter the “County”) for professional electrical/mechanical consultant services for HVAC; and

WHEREAS, the County requested proposals, via RFP# 18-007, from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Remington & Vernick Engineers (“Remington”) with offices at 232 Kings Highway East, Haddonfield, NJ 08033, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$50,000.00. Remington shall be paid at the following hourly rates: \$65.00 to \$90.00 for Project Manager; \$55.00 to \$75.00 for Sr. Design Engineer; \$25.00 to \$52.00 for Design Engineer; \$24.00 to \$37.00 Sr. Design Draftsperson; \$25.00 to \$33.00 for Technical Aide; \$32.00 to \$46.00 for Sr. CADD Technician and \$27.00 to \$39.00 for CADD Technical. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County and Remington & Vernick Engineers for professional electrical/mechanical consultant services for HVAC from January 7, 2018 to January 6, 2019, in an amount not to exceed \$50,000.00; and

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

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS**

THIS CONTRACT is made effective this 7th day of January, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **REMINGTON & VERNICK ENGINEERS**, with offices at 232 Kings Highway East, Haddonfield, NJ 08033, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional electrical/mechanical services for HVAC; 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning January 7, 2018 and concluding January 6, 2019.

2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$50,000.00. Vendor shall be paid at the following hourly rates: \$65.00 to \$90.00 for Project Manager; \$55.00 to \$75.00 for Sr. Design Engineer; \$25.00 to \$52.00 for Design Engineer; \$24.00 to \$37.00 for Sr. Design Draftsperson; \$25.00 to \$33.00 for Technical Aide; \$32.00 to \$46.00 for Sr. CADD Technician and \$27.00 to \$39.00 for CADD Technical.

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

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the County's RFP #18-007, and Vendor's responsive proposal, dated December 4, 2017, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #18-007, this contract 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 RFP 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 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 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 or sex.

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP# 18-007, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #18-007 issued by the County of Gloucester and Vendor's responsive proposal dated December 4, 2017. Should there occur a conflict between this form of contract and the County's RFP #18-007, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #18-007 issued by the County of Gloucester and the Vendor's Proposal dated December 4, 2017, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 7th day of January, 2018.

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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**REMINGTON & VERNICK
ENGINEERS**

**LEONARD FAIOLA, PE, CME
EXECUTIVE VICE PRESIDENT**

**RESOLUTION DESIGNATING GLOUCESTER COUNTY PURCHASING AGENT,
PETER MERCANTI AS GLOUCESTER COUNTY'S PUBLIC AGENCY
COMPLIANCE OFFICER AS REQUIRED BY THE NEW JERSEY ADMINISTRATIVE
CODE 17:27-3.2 FOR CALENDAR YEAR 2018**

WHEREAS, the New Jersey Administrative Code Section 17:27-3.2 requires that each public agency designate an officer or employee to serve as its Public Agency Compliance Officer (PACO); and

WHEREAS, the PACO shall specifically perform the duties prescribed in New Jersey's affirmative action rules; and

WHEREAS, the PACO shall be responsible for ensuring the County's compliance with these rules; and

WHEREAS, the PACO shall further perform any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance; and

WHEREAS, the Gloucester County Purchasing Agent, Peter Mercanti is knowledgeable and qualified to fulfill the duties of the PACO.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Peter Mercanti, Gloucester County Purchasing Agent is hereby designated Gloucester County Public Agency Compliance Officer for the calendar year 2018; and

BE IT FURTHER RESOLVED that the Division of Contract Compliance shall be notified of Mr. Mercanti's appointment.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on January 5, 2018, at Woodbury, New Jersey.



**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION ESTABLISHING THE OFFICIAL NEWSPAPERS
FOR THE COUNTY OF GLOUCESTER FOR THE YEAR 2018**

WHEREAS, there exists a need to designate the official newspapers of record for the County of Gloucester; and

WHEREAS, the SOUTH JERSEY TIMES is published daily and located in Harrison Township, County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County of Gloucester; and

WHEREAS, the COURIER POST is published daily in the Township of Cherry Hill, Camden County, and circulated on a daily basis within the County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County of Gloucester.

WHEREAS, the SENTINEL OF GLOUCESTER COUNTY is published weekly and located in Malaga, County of Gloucester, and has a circulation sufficient to meet all requirements to be appointed a newspaper of record for the County of Gloucester.

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

1. The SOUTH JERSEY TIMES, of 161 Bridgeton Pike, Suite E, Mullica Hill, New Jersey is hereby named and designated as an official newspaper of record of the County of Gloucester for the year 2018;

2. The COURIER POST, situated at Cuthbert Boulevard and Hampton Road, Cherry Hill, New Jersey, is hereby named and designated an official newspaper of record of the County of Gloucester for the year 2018;

3. The SENTINEL OF GLOUCESTER COUNTY, of 330 Oak Avenue, Malaga, NJ 08328, is hereby named and designated as an official newspaper of record of the County of Gloucester for the year 2018;

This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO
THE AGRICULTURAL DEVELOPMENT BOARD**

WHEREAS, there presently exists an Agricultural Development Board, which provides valuable services to the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the appointments of **WEST JAY KANDLE, MICHAEL VISALLI AND RUSSELL MARINO** to the Gloucester County Agricultural Development Board expire on March 21, 2018; and

WHEREAS, the Board of Chosen Freeholders desires to appoint individuals to the Gloucester County Agricultural Development Board to fill said terms upon their expiration; and

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

SECTION 1: WEST JAY KANDLE, MICHAEL VISALLI AND RUSSELL MARINO be appointed to the Gloucester County Agricultural Development Board for four year terms commencing March 22, 2018 and terminating March 21, 2022.

SECTION 2: Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
ANIMAL SHELTER ADVISORY COMMITTEE**

WHEREAS, there currently exists an Animal Shelter Advisory Committee which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to designate members to serve on the Animal Shelter Advisory Committee.

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

1. **DEBORAH SPARASI, DARLENE VONDRAN AND MICHELLE LAPLANTE** are hereby appointed to serve as members of the Animal Shelter Advisory Committee for a term of three years and commencing on March 7, 2018 and terminating on March 6, 2021; and
2. **GINA MARIE SANTORE** is hereby appointed to serve as a member of the Animal Shelter Advisory Committee for a term of two years commencing March 7, 2018 and terminating March 6, 2020; and
3. **THOMAS BIANCO** is hereby appointed to serve as a member of the Animal Shelter Advisory Committee for a term of one year commencing March 7, 2018 and terminating March 6, 2019; and
4. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF
TRUSTEES SEARCH COMMITTEE**

WHEREAS, there currently exists a **ROWAN COLLEGE AT GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES SEARCH COMMITTEE** which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to designate persons to serve on this Committee.

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

1. The following persons are hereby appointed to serve as members of the Rowan College at Gloucester County College Board of Trustees Search Committee for the year 2018:

COLLEEN COLLINS

VICKI BRAUN MCCALL

DR. GERALDINE MARTIN

PHILLIP TARTAGLIONE

EDWARD MUNIN

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION APPOINTING MEMBERS, A CHAIRMAN, VICE CHAIRMAN AND A SECRETARY FOR THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS

WHEREAS, there presently exists the Gloucester County Construction Board of Appeals which provides important services to the County of Gloucester; and

WHEREAS, there exists a need to appoint members, a chairman, vice chairman and a secretary for the Gloucester County Construction Board of Appeals; and

WHEREAS, funds are available for this purpose.

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

1. **TED MILLER, JOSEPH CONBOY, MARK BRUNERMER AND ROBERT DEANGELO**, are hereby appointed as members, to serve four (4) year terms, effective March 21, 2018 and terminating March 20, 2022;
2. **ROBERT A. DE ANGELO** is hereby appointed Chairman, **JOSEPH CONBOY** is hereby appointed Vice Chairman and **SANDRA ROST** is hereby appointed Secretary of the Construction Board of Appeals, effective January 1, 2018 and terminating December 31, 2018, at salaries to be determined by the Board of Chosen Freeholders of the County of Gloucester;
3. **SAID APPOINTMENTS** are subject to and contingent upon strict compliance by the Appointee with all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION APPOINTING REPRESENTATIVES TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION

WHEREAS, the Delaware Valley Regional Planning Commission is established by N.J.S. 32:27-8; and

WHEREAS, N.J.S. 32:27-9 provides that the Commission shall include as members a representative from each of the four New Jersey counties included in the Commission's area; and

WHEREAS, N.J.S. 32:27-10 provides that the representative from each political subdivision represented on the Commission shall be appointed by the governing body of that political subdivision. Accordingly, the Gloucester County representative is, pursuant to statute, to be appointed by the Gloucester County Board of Chosen Freeholders; and

WHEREAS, the appropriate representative, with knowledge of County operations and interests germane to the business of the Commission, is **THERESA ZIEGLER**, and the appropriate alternate is Freeholder Heather Simmons.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Theresa Ziegler be and is hereby appointed as the Gloucester County representative to the Delaware Valley Regional Planning Commission, and Heather Simmons is hereby appointed as the alternate, with each appointee serving, pursuant to N.J.S.32:27-10, at the pleasure of the Board of Chosen Freeholders of the County of Gloucester.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO
THE DISABILITIES ADVISORY COUNCIL**

WHEREAS, the Board of Chosen Freeholders have approved the establishment of the Disabilities Advisory Council in order to assist in the provision of attendant and assessment services and payment for care to those disabled individuals of the County of Gloucester; and

WHEREAS, the Disabilities Advisory Council's members serve at the pleasure of the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to name and appoint members to the Disabilities Advisory Council for the year 2018.

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

1. The following persons are designated as members of the Disabilities Advisory Council for the year 2018:

**ANA RIVERA
JOAN CLARK
DAVID CONTINO
JOYCE FEDER
JIM KNEUBUEHL
WORKFORCE DEVELOPMENT
BOARD**

**RHONDA ROGERS
KATHY VACZI
LESLIE COSTELLO
DIVISION OF VOCATIONAL REHABILITATION
COUNTY SPECIAL SERVICES SCHOOL DISTRICT**

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
EMERGENCY MANAGEMENT COUNCIL**

WHEREAS, the Emergency Management Council provides important services to the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the Emergency Management Council's members serve at the pleasure of the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to name and appoint members to the Emergency Management Council for the year 2018.

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

1. The following are hereby appointed to the Emergency Management Services Council of the County of Gloucester to serve at the pleasure of the Board of Chosen Freeholders:

- | | |
|--|---|
| Emerg. Mgt. Coord. | Red Cross Director |
| Health Department | Dep. Emerg. Mgt. Coord. |
| Public Works Department Liaison | Div. of Special Transportation |
| Public Information Officer | County Medical Examiner |
| Economic Development Director | County EMS Chief |
| CBRNE Team | County Prosecutor |
| Sheriff | Freeholder Liaison |
| Division of Social Services | Haz. Mat. Mitigation Officer |
| Co. Fire Marshal | John Molner, PSE&G |
| Co. Mental Health Administrator | Pat Robinson, Paulsboro Refining Co. |
| Charles Jones, Solvay Solexis | PSE&G Representative |

2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING A MEMBER TO THE HOUSING
AUTHORITY OF THE COUNTY OF GLOUCESTER**

WHEREAS, there exists vacancies on the Housing Authority of the County of Gloucester; and

WHEREAS, it is in the best interests of the County of Gloucester to appoint **SCOTT
KINTZING** to a five year term commencing on April 22, 2018 and expiring on April 21, 2023;

NOW THEREFORE, BE IT RESOLVED that **SCOTT KINTZING** be appointed to the
Housing Authority of Gloucester County; and

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of
Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION APPOINTING MEMBERS TO THE HUMAN SERVICES ADVISORY COUNCIL FOR GLOUCESTER COUNTY

WHEREAS, the County of Gloucester Human Services Advisory Council by-laws require 21 members to serve on the Council; and

WHEREAS, the Human Services Advisory Council advises the Freeholders of the County of Gloucester on priorities for funding of social service programs serving the residents of the County; and

WHEREAS, vacancies currently exist and it is desirous of the County of Gloucester to fill said vacancies.

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

SECTION 1. The Board of Chosen Freeholders of the County of Gloucester hereby appoints **Eileen Caraker, Michael Gower, Eileen Henderson, Betty Musso, Ronald Redmond, Ken Ridinger, Ana Rivera, Jennifer Rodriguez, Elmoría Thomas, Melissa O’Neil Walczack, WDB Director, Social Services Director and Freeholder Liaison** to the Human Services Advisory Council effective December 21, 2017 and terminating December 20, 2020;

SECTION 2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

SECTION 3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, there exists in the County of Gloucester the Gloucester County Improvement Authority; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint one individual to serve a five-year term;

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

1. **PAUL MEDANY** be and is hereby appointed to a five-year term on the Gloucester County Improvement Authority, said term to commence on February 2, 2018 and terminate on February 1, 2023.
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical laws, rules, regulations, and requirements.
4. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**RESOLUTION APPOINTING A MEMBER TO THE
INDUSTRIAL POLLUTION CONTROL FINANCE AUTHORITY**

WHEREAS, there exists in the County of Gloucester the Gloucester County Industrial Pollution Control Finance Authority; and

WHEREAS, there currently exists a vacancy said Gloucester County Industrial Pollution Control Finance Authority beginning February 2, 2018; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint an individual to serve said term.

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

1. **GERALD A. WHITE** be and is hereby reappointed to a five year term on the Gloucester County Industrial Pollution Control Finance Authority, said term to commence on February 2, 2018 and terminate on February 1, 2023.
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical laws, rules, regulations, and requirements.
3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**RESOLUTION APPOINTING MEMBERS AS THE INSURANCE COMMISSION
REPRESENTATIVES FOR GLOUCESTER COUNTY**

WHEREAS, the Gloucester County Insurance Commission (hereinafter "GCIC") is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et. seq.; and

WHEREAS, the GCIC has previously adopted Rules and Regulations per resolution March 10, 2010; and

WHEREAS, the County is a participating member of the GCIC; and

WHEREAS, in accordance with said Rules and Regulations the GCIC has requested participating members designate a representative and alternate representative for attendance and participation in the GCIC meetings and other activities deemed necessary from time to time.

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

The following persons are designated as representative and alternate to the GCIC for the 2018 Fund Year:

1. Thomas G. Campo (representative)
2. George Hayes (alternate)

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE COUNTY EXCESS
LIABILITY FUND**

WHEREAS, the County of Gloucester is a member of the Joint Insurance Fund (the “NJCEIF”) along with the County of Camden; and

WHEREAS, the County determined that it was in the best interest of the County to join with other counties to create the JIF for the purpose of securing certain insurance coverages; and

WHEREAS, the County has been advised by its insurance consultant that the NJCEIF was approved to become operational by the New Jersey Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing the creation and operation of the NJCEIF contain restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a fund; and

WHEREAS, pursuant to N.J.S.A. 40A:10-37 the County, upon the establishment of the NJCEIF, is obligated to appoint a NJCEIF Commissioner and may appoint an alternate NJCEIF Commissioner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County Deputy Administrator **Gerald White** is hereby appointed as the Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders; and

BE IT FURTHER RESOLVED that County Counsel **Thomas G. Campo** is hereby appointed as the Alternate Gloucester County Commissioner to the County Excess Liability Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE COUNTY
INTERAGENCY COORDINATING COUNCIL FOR CHILDREN**

WHEREAS, the Board of Chosen Freeholders established an INTER-AGENCY COORDINATING COUNCIL FOR CHILDREN in 1991 to assist in coordinating and providing of services to emotionally disturbed children and adolescents; and

WHEREAS, the members of said Council serve from year to year at the pleasure of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons be appointed and serve as members of said Council for a one year term beginning January 1, 2018 and terminating December 31, 2018:

RUDOLPH AIKENS	BEVERLY LYNCH
ROBERT BAMFORD	DEBORAH MIZRAHI
ELAINE DUNNER	MARY MORAN
DARIA DURAND	JENNIFER PLEWS
JULIE FRANKLIN	ANA RIVERA
RICK GAYDOS	JENNIFER RODRIGUEZ
JOAN GERACI	DANIELLE STRAFFI
ADRIENNE JACKSON	DIRECTOR FAMILY SUPPORT ORG.
DIRECTOR, GLOUCESTER COUNTY CMO	DIRECTOR MOBILE RESPONSE

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**RESOLUTION APPOINTING MEMBERS TO
THE LIBRARY COMMISSION**

WHEREAS, vacancies exist on the Gloucester County Library Commission; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint members to the Gloucester County Library Commission to fill these terms.

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

1. **DAVID FLAHERTY** is hereby appointed to fill an unexpired term commencing on January 18, 2017 and terminating on January 17, 2022;
2. **GERALD MICHAEL** is hereby appointed to fill an unexpired term commencing on January 18, 2017 and terminating on January 17, 2021; and
2. **DONNA RAGONESE**, is hereby appointed to a five-year term on the Gloucester County Library Commission to fill an unexpired term commencing on January 18, 2018 and terminating on January 17, 2023; and
3. Said appointment are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
LOCAL ADVISORY COMMITTEE ON
ALCOHOL AND DRUG ABUSE**

WHEREAS, the Local Advisory Committee on Alcohol and Drug Abuse performs an important service for the Board of Chosen Freeholders; and

WHEREAS, the members of the Local Advisory Committee on Alcohol and Drug Abuse serve at the pleasure of the Board of Chosen; and

WHEREAS, the Board of Chosen Freeholders desires to appoint persons to serve on the Local Advisory Committee on Alcohol and Drug Abuse for the year 2018.

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

1. The following persons are designated as members of the Local Advisory Committee on Alcohol and Drug Abuse at the pleasure of the Board of Chosen Freeholders:

**Nick DeSimone
William Dougherty
Kathleen Foster
Louise Habicht
Clyde Eugene Isner
James McBee, Jr.**

**Gail Slimm
Frank Smith
Linda Tramo
Denise Welsh
Prosecutor's Office Rep
Superintendent of Schools Rep**

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
LOCAL CITIZENS ADVISORY BOARD OF TRANSPORTATION**

WHEREAS, Gloucester County receives funds under the Senior Citizen and Disabled Resident Transportation Assistance Act for expanded transportation service for elderly and disabled residents; and

WHEREAS, the above referenced legislation mandates that a special committee of at least 51% consumers (senior citizens and/or handicapped persons) be established on a County level to oversee the distribution of these funds and to advise the County Board of Freeholders on any other transportation matters; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint persons to this Committee to serve at the pleasure of the Board of Chosen Freeholders.

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

1. The following persons are hereby appointed to the Gloucester County Local Citizens Transportation Advisory Committee to serve at the pleasure of the Board of Chosen Freeholders, for a term commencing January 1, 2018 and terminating December 31, 2018:

**Salvatore Barbuto
Ronald Bowers
Dennis Cook
Robert Dazlich**

**Dennis Ledger
Christina Velazquez
Inez Nelson, Alternate
Theresa Ziegler, Alternate**

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY MENTAL HEALTH BOARD**

WHEREAS, there currently exists a Mental Health Board which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to designate a person to serve on the Mental Health Board.

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

1. **DR. WILLIAM KING** is hereby appointed to serve as a member of the Gloucester County Mental Health Board for a three year term commencing on January 1, 2018 and concluding on December 31, 2020.
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;
3. This resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING APPOINTING MEMBERS TO THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, the Gloucester County Board of Chosen Freeholders have established the Gloucester County Municipal Economic Development Council; and

WHEREAS, the Gloucester County Board of Chosen Freeholders need to appoint representatives as per the resolution establishing the Gloucester County Municipal Economic Development Council; and

WHEREAS, the Gloucester County Board of Chosen Freeholders is hereby amending the original resolution dated May 21, 1997 establishing the members and representatives on the Gloucester County Municipal Economic Development Council; and

WHEREAS, the membership of the council shall serve at the pleasures of the Gloucester County Board of Chosen Freeholders; and

WHEREAS, representatives from various County departments are appointed by the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County Gloucester of the State of New Jersey as follows:

1. The resolution dated May 21, 1997 establishing the Gloucester County Municipal Economic Development Council as relates to membership shall be amended to read:

The Gloucester County Municipal Economic Development Council shall be composed of one representative of each municipality within the County, designated by the governing body, the Director of Economic Development, representative from the Planning Department, representative of the Agricultural Development Board, Executive Director Workforce Development Board, and representative of the Gloucester County Improvement Authority.

All other provisions of the original resolution not inconsistent with the above shall remain in full force and effect.

2. That the Board hereby authorizes and approves the appointment and reappointment of the following citizens as members of the Gloucester County Municipal Economic Development Council for a term of one (1) year from January 1, 2018 to December 31, 2018.

One representative of each municipality within the County (as designated by the governing body) as listed below:

- | | |
|------------------------------|------------------|
| Sue Miller | Clayton |
| Ken Barnshaw | Deptford |
| Robert Tice | East Greenwich |
| Theodore Schmidt | Elk |
| Dave Deegan | Franklin |
| Lavon Phillip | Glassboro |
| Steve Kush | Greenwich |
| Diane Malloy | Harrison |
| Jared Rollins | Logan |
| Michelle Bruner | Mantua |
| Cody Miller | Monroe |
| David Misilewich | National Park |
| Don Sullivan | Newfield |
| Mark Kamp | Paulsboro |
| John Fitzpatrick | Pitman |
| Mel Robertson | South Harrison |
| Alice O'Blennis | Swedesboro |
| Angela Donato, Jason Gonter | Washington Twp. |
| John Dominy | Wenonah |
| Tyler Rost | West Deptford |
| Ryan Giles | Westville |
| Jessica Floyd, Ken McIlvaine | Woodbury |
| Jake Jacob, Robert Conley | Woodbury Heights |
| Matt Blake | Woolwich |

Director of Economic Development
Representative from the Planning Department
Representative of the Agricultural Development Board
Executive Director Workforce Development Board
Representative of the Gloucester County Improvement Authority

3. That the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to any documents necessary in order to effectuate the purpose of this Resolution.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING GLOUCESTER COUNTY MEMBERS TO THE
NEW JERSEY ASSOCIATION OF COUNTIES**

WHEREAS, there presently exists a New Jersey Association of Counties, of which the County of Gloucester is a member; and

WHEREAS, Article IV, Section 2 of the New Jersey Association of Counties Constitution and Bylaws outlines the procedure by which freeholder boards are to appoint their designated members to said Association.

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

1. **FREEHOLDER HEATHER SIMMONS** be and is hereby appointed to serve as a Voting Member to the New Jersey Association of Counties for calendar year 2018.
2. **FREEHOLDER FRANK J. DIMARCO** be and is hereby appointed to serve as the alternate to the New Jersey Association of Counties for calendar year 2018;
3. **FREEHOLDER GIUSEPPE (JOE) CHILA** be and is hereby appointed to serve as the second alternate to the New Jersey Association of Counties for calendar year 2018;

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
PARK AND GOLF ADVISORY COUNCIL**

WHEREAS, there has been established a Parks and Golf Advisory Council for the County of Gloucester; and

WHEREAS, the members serve at the pleasure of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Council for the year 2018:

THOMAS BIANCO	LOU DEECK
MARGARET BONNER	GEORGE HUBBS
LISA CERNY	DAVID YARNALL
JOHN P. DALY	

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
GLOUCESTER COUNTY PLANNING BOARD**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has established a Gloucester County Planning Board pursuant to N.J.S.A. 40:27-1; and

WHEREAS, there presently exists vacancies on the Gloucester County Planning Board; and

WHEREAS, N.J.S.A. 40:27-1 provides that appointments to the Gloucester County Planning Board shall be by the Gloucester County Board of Chosen Freeholders for three year terms; and

WHEREAS, it is necessary that the existing vacancies be filled and that the Gloucester County Planning Board be complete and operational.

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

1. **ROBERT MCERLANE**, as a regular member and **JAMES FISLER**, as an Alternate, are hereby appointed to the Gloucester County Planning Board for three-year terms commencing January 1, 2018 and terminating December 31, 2020;
2. This Resolution shall take effect immediately.

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION APPOINTING MEMBERS TO THE POLICE ACADEMY ADVISORY BOARD

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester have established a Police Academy Advisory Board; and

WHEREAS, it is necessary to appoint members to the aforementioned Board for the calendar year 2018.

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

That the following members are hereby appointed to the Gloucester County Police Academy Advisory Board as representatives of the following groups of individuals to serve at the pleasure of the Board with terms commencing January 1, 2018 and terminating December 31, 2018:

- a. Citizen Members: **J. Thomas Butts, Robert J. Only, and Steven Pfeiffer;**
- b. Three Member(s) of the **Gloucester County Police Chief's Association;**
- c. Member of the **Gloucester County Prosecutor's Office;**
- d. Member of the **Gloucester County Sheriff's Office;**
- e. Member of **Rowan College at Gloucester County;**
- f. Two members of the **Gloucester County Board of Chosen Freeholders.**

BE IT FURTHER RESOLVED that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION APPOINTING MEMBERS TO THE SENIOR SERVICES ADVISORY BOARD

WHEREAS, there presently exists a Senior Services Advisory Board which provides valuable services to the Board of Chosen Freeholders and serves at the pleasure of the Board; and

WHEREAS, the Board of Chosen Freeholders desires to appoint members to the Senior Services Advisory Board for the year 2018.

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

1. The following persons are hereby appointed to the Senior Services Advisory Board for terms commencing January 1, 2018 and terminating December 31, 2018:

**Jackie DeFrank
Lin Tenaglia
Elizabeth McCullough
Joyce Nuneviller
Janice Hill
Dawn Cooper**

**Constance Fentress
Joan Rauch
Lacy Haynicz
Marc Nagtegaal
Wilma Nagtegaal**

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**RESOLUTION APPOINTING MEMBERS TO THE
SOLID WASTE ADVISORY COUNCIL**

WHEREAS, N.J.S.A. 13:1e-20 provides that to assist each Board of Chosen Freeholders in the development and formulation of the Solid Waste Management Plan, an Advisory Solid Waste Council shall be instituted; and

WHEREAS, the respective size, composition and membership of the Council shall be designated by the Board of Chosen Freeholders; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester does hereby appoint said Council to serve at the pleasure of the Board, for terms commencing on January 1, 2018 and concluding December 31, 2018.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following individuals are hereby appointed to serve as members of the Solid Waste Advisory Council, and that their term shall be at the pleasure of the Board:

**FREEHOLDER LIAISON
ERIC AGREN
KEN ATKINSON
JOE FERRARI
JAMES MCCALL
GERALD MICHAEL**

**DALE MILLER
SCOTT NORCROSS
RICHARD POOL
WENDY CAREY
THERESA ZIEGLER**

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED BY-LAWS AND APPOINTING MEMBERS FOR THE GLOUCESTER COUNTY TOLERANCE PROJECT

WHEREAS, the County of Gloucester established the Gloucester County Tolerance Project by resolution dated August 10, 2005 and revised on January 6, 2006.

WHEREAS, the purpose of the “Gloucester County Tolerance Project” is to provide diversity-enriched events over the course of a school semester to promote cultural awareness and the goal of the committee, through awareness, is to cultivate positive attitudes and to develop new paradigms for interaction; and

WHEREAS, the objectives of the “Gloucester County Tolerance Project” are as follows:

1. to engage participants in discussions of tolerance, diversity, personal values and responsibility as they apply to the workplace, the community and beyond;
2. to form partnerships with outside agencies;
3. to propose programs for schools; to seek guest lecturers to the school about different cultures; and encourage community involvement.

WHEREAS, by the establishing resolution, the organization created By-Laws for its operation, and

WHEREAS, have now been reviewed and revised to the Board of Chosen Freeholders for approval; and

WHEREAS, it is in the best interest of the County of Gloucester to approve the amended By-Laws; and

WHEREAS, the Board of Chosen Freeholders desires to appoint members to the committee to serve for the year 2018; and

WHEREAS, the members of said committee serve at the pleasure of the Board of Chosen Freeholders of the County of Gloucester.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester approves the revised By-Laws; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The following persons are hereby designated as members of the Gloucester County Tolerance Project, to serve at the pleasure of the Board of Chosen Freeholders:

Human Services Director

Anthony Wilcox

Stephen Bajewicz

Superintendent of Schools or designee

GCIT Superintendent or designee

Franklin Brown

Jackie Caban

2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations, and requirements.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
TRI-COUNTY WATER QUALITY CONTROL BOARD**

WHEREAS, the Tri-County Water Quality Control Board serves the interests of the citizens of the County of Gloucester; and

WHEREAS, the members selected serve at the pleasure of the Board.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following persons serve on the Board for the year 2018;

1. **LARRY HAYNES** shall serve as an elected official's designee;
2. **FREEHOLDER LIAISON**, shall serve as the County Representative;

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
GLOUCESTER COUNTY UTILITIES AUTHORITY**

WHEREAS, there is a requirement to appoint members to serve on the Gloucester County Utilities Authority.

WHEREAS, there exists two (2) vacancies on the Gloucester County Utilities Authority.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders that **THOMAS BIANCO AND HOWARD BRUNER** be and are hereby appointed as members of the Authority to fill five-year terms, commencing February 2, 2018 and terminating February 1, 2023; and

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

ADOPTED at the Annual Stated Meeting by the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
ADVISORY BOARD FOR THE COUNTY VETERAN'S CEMETERY**

WHEREAS, the Gloucester County Board of Chosen Freeholders has made a substantial commitment to the effective and efficient operation of a final resting place for the veterans of Gloucester County; and

WHEREAS, there exists a County Veteran's Cemetery Advisory Board, which Board has vacancies for members; and

WHEREAS, the Board of Freeholders desires to fill said vacancies.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders hereby names the following individuals to serve on the Gloucester County Veteran's Cemetery Advisory Board for the year 2018:

**FREEHOLDER LIAISON
FREEHOLDER LIAISON DEPUTY
COMMANDER, GC VET ADVISORY BOARD
DIRECTOR OF VETERANS AFFAIRS
SUPERVISOR OF INTERMENT**

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE
VOTING ACCESSIBILITY ADVISORY COMMITTEE**

WHEREAS, there exists a Gloucester County Voting Accessibility Advisory Committee who is responsible for physically inspecting each polling place in the County and for filing the polling place report, including a list of any inaccessible polling places with the Office of the Attorney General of the State of New Jersey and with the Gloucester County Board of Elections; and

WHEREAS, the members of said committee serve at the pleasure of the Board of Chosen Freeholders; and

WHEREAS the Board of Chosen Freeholders desires to appoint members to the Voting Accessibility Advisory Committee for the year 2018.

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

1. The following persons are hereby designated as members of the Gloucester County Voting Accessibility Advisory Committee, to serve at the pleasure of the Board of Chosen Freeholders for a term commencing January 1, 2018 and terminating December 31, 2018:

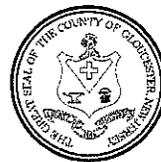
Superintendent of Elections
Four Members, Board of Elections
Lynn McClintock
Member Disabled Community
Giuseppe (Joe) Chila
Governing Body Member
Chad Bruner
County Administrator

Mark Harris
Board of Elections
Bernadette Forward
Board of Elections
Leona Mather
ADA Trained Member

2. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING INDIVIDUALS TO THE GLOUCESTER COUNTY
COMMISSION FOR WOMEN**

WHEREAS, there currently exists a Commission for Women which provides valuable services to the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the Board of Chosen Freeholders desires to designate persons to serve on the Commission for Women.

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

1. The following persons are hereby appointed to serve as members of the Gloucester County Commission for Women each for three year terms commencing January 1, 2018 and terminating December 31, 2020:

**RENA MORROW
ANA RIVERA
DANIELE SPENCE**

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

3. This Resolution shall take effect immediately.

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO
THE WORKFORCE DEVELOPMENT BOARD**

WHEREAS, there exists a current county Workforce Development Board serving Gloucester County; and

WHEREAS, it has now been determined that there is a necessity for the appointment of members of the Gloucester County Workforce Development Board; and

WHEREAS, it has been further determined that all of the individuals to be appointed are qualified, and are desirous of serving on said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following individuals be appointed to serve as members of the Workforce Development Board for the term commencing January 1, 2018 and terminating December 31, 2020:

Cleve Bryan, Business Member
Dan Ruotolo, Business Member
Thomas Fletcher, Business Member
Stephen Sultz, CBO/Labor
Sam Ferraino, CBO/Labor
Jeff Berger, CBO/Labor
Lou Jiapello, CBO/Labor
Susan Perron, CBO/Labor
William Lang, Education/Workforce

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY
YOUTH SERVICES ADVISORY COMMISSION**

WHEREAS, the County of Gloucester has a Youth Services Advisory Commission; and

WHEREAS, the Freeholders of the County of Gloucester are desirous of appointing members of the community to serve on said commission with terms commencing on January 1, 2017 and terminating on December 31, 2017.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following commissioners are hereby appointed to the Gloucester County Youth Services Advisory Commission:

Stacey Augustine	County Public Defender Representative
Tara Clay	Freeholder Director Representative
Venus Davis	Assistant Family Division Manager Representative
Sonia Decencio	Vicinage Chief Probation Officer Representative
Rev. Dr. AB Frazier	County Mental Health Administrator
Charles Goldstein	Superintendent of Schools Representative
Gloria Goode	Superintendent of GCIT Representative
Robert Green	Division of Human and Disability Service Director
Pastor Linda Bizelle-King	Associate VP of Together Youth Shelter
Erin Klein	Detention Center Director Representative
MaryBeth Monroe	Family Crisis Unit Representative
Jennifer Rodriguez	Law Enforcement Representative
Dr. Carole Ann Subotich	Director of Addiction Services
County Prosecutor Representative	Workforce Development Representative
Presiding Judge of Family Part/Superior Court Representative	

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, January 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD