AGENDA

6:30 p.m. Wednesday, March 28, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular and closed budget meeting minutes from January 27, 2018 and the regular meeting minutes from February 21, 2018.

P-1 Proclamation honoring Kingsway Learning Center and Services (Gloucester County Chamber of Commerce) Community Service Award, Non-Profit of the Year, 2018 (Simmons) (previously presented)

P-2 Proclamation honoring Shari Hulitt (Gloucester County Chamber of Commerce) Community Service Award, Small Business Person of the Year, 2018 (Simmons) (previously presented)

P-3 Proclamation honoring Gregory Davis (Gloucester County Chamber of Commerce) Community Service Award, Citizen of the Year, 2018 (Simmons) (previously presented)

P-4 Proclamation honoring Daniel Sulpizio (Gloucester County Chamber of Commerce) Community Service Award, Business Person of the Year, 2018 (Simmons) (previously presented)

P-5 Proclamation honoring Renee Garrison (Gloucester County Chamber of Commerce) Community Service Award, Chamber Member of the Year, 2018 (Simmons) (previously presented)

P-6 Proclamation proclaiming Engineer's Week in the County of Gloucester February 18 -24, 201 (Simmons) (previously presented)

P-7 Proclamation recognizing Ryan Mailley on earning the Rank of Eagle Scout, the highest award offered by the Boys Scouts of America. (Chila) (previously presented)

OPEN TO THE PUBLIC ONLY ON RESOLUTION ELECTING N.J.S.A 40A:4-45.4 (the "1977 CAP") TO DETERMINE THE 2018 COUNTY TAX LEVY.

RESOLUTION ELECTING N.J.S.A 40A:4-45.4 (the "1977 CAP") TO DETERMINE THE 2018 COUNTY TAX LEVY.

This Resolution allows the County to choose the most prudent budget CAP calculation methodology.

PUBLIC HEARING AND ADOPTION OF 2018 BUDGET

ADOPTION OF THE 2018 BUDGET – PUBLIC HEARING AND VOTE FOR ADOPTION OF THE COUNTY'S BUDGET FOR 2018.

The Budget was introduced at the February 21, 2018 meeting, setting the date of March 21, 2018 for a hearing and adoption of the 2018 County Budget. **This was introduced at the February 21, 2018 Freeholder meeting.**

PUBLIC HEARING AND ADOPTION

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $31,494,247.00 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

This was introduced at the February 21, 2018 Freeholder meeting.

PUBLIC HEARING AND ADOPTION

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2018) AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This was introduced at the February 7, 2018 Freeholder meeting.

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

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
FREEHOLDER CHILA

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- **VICTIMS OF CRIME ACT (VOCA) - $265,817.00**
The VOCA grant partially funds the salaries of employees working in the GC Prosecutor's Office Victim/Witness Unit. The unit provides services mandated by the New Jersey Crime Victims Bill of Rights under NJSA 52:4B-36 for victims of violent crimes in Gloucester County.

- **SEXUAL ASSAULT NURSE EXAMINER (SART/SANE) - $141,830.00**
These funds will provide a part time SART/FNE coordinator who ensures 24/7 coverage for victims of sexual assault, training, nurse orientations and program management at Inspira-Woodbury and Jefferson Hospital in Washington Township.

- **CHILD PASSENGER SAFETY SEAT PROGRAM - $18,500.00**
These funds are to be used to supplement the Sheriff's Office operating budget to educate parents and caregivers on proper child safety seat installation. Funds are used to purchase car seats and provide salary reimbursement to officers performing safety seat checks and demonstrations.

- **LEVEE PUMP STATION IMPROVEMENTS (PHASE 1) - $115,748.00**
These funds are to be used for Phase 1 of this project. Phase 1 will include engineering design, project formulation, agency coordination, National Environmental Policy Act Coordination, and permitting. The entire project (Phase 2) will include the installation of two pumping stations at the Delaware River flood/tide gates of Floodgate Road and White Sluice Race to alleviate the flooding of upstream neighborhoods.

A-2 RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF $5,000.00 IN ACCORDANCE WITH THE ORDER ENTERED BY HON. ANNE MCDONNELL, P.J.Ch., IN THE MATTER OF NJDEP v. COUNTY OF GLOUCESTER, ET ALS., DOCKET NO. GLO-C-87-08.

A matter was asserted against the County; Benny A. Sorbello Family, LLC; Timothy Avsec;, and, Dianne Avsec (Basgalore Lake Defendants) by the NJ Department of Environmental Protection regarding civil penalties for alleged violations of the Safe Dam Act. Decision was rendered by the Court on January 23, 2018 ordering the County to pay $5,000.00 by April 23, 2018 to "Treasurer, State of New Jersey". This Resolution will authorize the payment in satisfaction of the Order.

A-3 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION WITH ASSOCIATED TITLES FOR NON-UNION EMPLOYEES FOR THE YEAR 2018.

This Resolution establishes Gloucester County employee salary ranges and fixes compensation for Non-Union employees and for associated titles for the year 2018.

A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH, 2018.

The Treasurer of Gloucester County submits the bill list for March for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list.

A-5 RESOLUTION EXTENDING THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2018 TO MARCH 20, 2019 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution will authorize the County to exercise its option to extend the contract with Wayman Fire Protection, Inc. as per PD-16-012 for burglar and fire alarm maintenance and repair for various County-owned buildings, for a one-year period from March 21, 2018 to March 20, 2019, in an amount not to exceed $50,000.00.

A-6 RESOLUTION EXTENDING THE CONTRACT WITH DREW & ROGERS, INC. FROM MARCH 26, 2018 TO MARCH 25, 2020 IN AN AMOUNT NOT TO EXCEED $35,000.00 PER YEAR.

This Resolution will authorize the County to exercise its option to extend the contract with Drew & Rogers for the supply and delivery of advertising items for all using departments in the County for a two (2) year period from March 26, 2018 to March 25, 2020 in an amount not to exceed $35,000.00 per year.

A-7 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR GUIDANCE AS TO PURCHASING, FISCAL AND FINANCIAL MATTERS.

In accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., this Resolution will authorize a Shared Services Agreement between the County and the Gloucester County Library Commission for the provision of guidance and assistance by the County related to purchasing, fiscal, and financial matters for a period of ten (10) years from January 1, 2018 to December 31, 2027.

A-8 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY AND THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR VARIOUS LEVELS OF HUMAN RESOURCES SERVICES.

In accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., this Resolution will authorize a Shared Services Agreement between the County and the Gloucester County Library Commission and the Gloucester County Utilities Authority for the provision of assistance by the County related to employee screening, testing, interviewing and related services matters from January 1, 2018 to December 31, 2034.

A-9 RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR $36,190.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

The Gloucester County Office of Assessment has a need for licensing of digital aerial imaging software services known as *ChangeFindr*. The Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, from January 1, 2018 to December 31, 2018 for $36,190.00. CAF #18-01438 was obtained to certify funds.

A-10 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY INSURANCE FUND COMMISSION.

In accordance with the rules and regulations of the Gloucester County Insurance Commission, a representative and an alternate must be appointed. This Resolution will approve the appointment of Timothy Sheehan as a Gloucester County Insurance Fund Commissioner to fill an unexpired term from March 1, 2018 to October 6, 2019.

A-11 RESOLUTION APPOINTING A MEMBER TO THE COUNTY EXCESS LIABILITY FUND.

In accordance with N.J.S.A. 40A:10-37, the County must appoint an NJCEIF Commissioner. This Resolution will approve the appointment of Timothy Sheehan as NJCEIF Commissioner to the County Excess Liability Fund to fill an unexpired term.

A-12 RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI FROM APRIL 2, 2018 TO APRIL 1, 2019 IN AN AMOUNT NOT TO EXCEED $25,000.00.

This Resolution authorizes a contract with Steven W. Bartelt, MAI for appraisal services from April 2, 2018 to April 1, 2019 in an amount not to exceed $25,000.00, as per RFP # 18-014. The County is responsible for the defense of tax appeals and it may become necessary to engage appraisers in the defense of such appeals.

DEPARTMENT OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

B-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WOODBURY HEIGHTS.

The Borough of Woodbury Heights is designating the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services. The Borough of Woodbury Heights is entering into a Shared Services Agreement and a Vehicle and Equipment Lease Agreement, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services.

B-2 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH CLEAN AIR COMPANY, INC., FOR $17,942.93.

Resolution authorizing the installation of a vehicle exhaust extraction system (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Station 82-3. The Purchasing Department sent out a bid request PD-018-013 and it is recommended that the contract be awarded to Clean Air Company, Inc. C.A.F. #18-02028 has been obtained to certify funds.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS — **FREEHOLDER SIMMONS**, **FREEHOLDER CHRISTY**

C-1 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2018 TO MARCH 12, 2020 IN AN AMOUNT NOT TO EXCEED $600,000.00 PER YEAR.

This Resolution will authorize the County to exercise its option to extend the contract with South State, Inc. as per PD-16-008 for the furnishing of milling and profiling services for use by the Public Works Department, for a two-year period from March 13, 2018 to March 12, 2020 in an amount not to exceed $600,000.00 per year.

C-2 RESOLUTION AUTHORIZING EXECUTION OF TRAFFIC SIGNAL AGREEMENT TF-09-19 WITH THE TOWNSHIP OF LOGAN FOR THE INSTALLATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT COUNTY ROUTE 620 AND COMMERCE BOULEVARD/SHARPTOWN ROAD.

This Resolution authorizes the County's participation in a standard Traffic Signal Agreement for the installation of a new traffic signal at the intersection of Center Square Road (CR 620) and Commerce Boulevard/Sharptown Road in the Township of Logan. This Agreement is to provide participation of the Township and the County in the cost of design, installation, inspection, maintenance, operation and enforcement of the traffic signal.

C-3 RESOLUTION AUTHORIZING CHANGE ORDER #03-FINAL (DECREASE) WITH SOUTH STATE, INC.

This Resolution will authorize Change Order #03-Final to decrease the contract with South State Inc. by $58,575.95 for the project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations throughout Gloucester County", Engineering Project #17-07. This decrease is necessary for final adjustment of quantities, resulting in a new total contract amount of $210,124.05. This project is 100% State Aid funded.

C-4 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) WITH L.C. EQUIPMENT, INC.

This Resolution will authorize Change Order #01-Final to decrease the contract with L.C. Equipment, Inc. by $6,164.43 for the project "Construction of Various Traffic Signing Throughout the County of Gloucester", Engineering Project #17-08. This decrease is necessary for final adjustment of quantities, resulting in a new contract amount of $224,215.57. This project is 100% State Aid funded.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A. FOR $104,931.86

This Resolution authorizes a contract with Maser Consulting, P.A. for Construction Management & Inspection Services for the resurfacing and safety improvements to Main Road (C.R. 555) from Tuckahoe Road (C.R. 557) to Harding Highway (Route US 40) in the Township of Franklin (Engineering Project #16-12FA) as per RFP-18-019, commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9) for $104,931.86. CAF# 18-01885 was obtained to certify funds.

C-6 RESOLUTION AUTHORIZING A CONTRACT WITH SICKELS & ASSOCIATES, INC. FOR $171,550.00.

This Resolution authorizes a contract with Sickels & Associates, Inc. for Engineering Design Services for Repaupo Creek & White Sluice Race Levee pump Stations in Greenwich Township, NJ (Engineering Project 16-07) as per RFP-18-020, commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9) for $171,550.00. CAF# 18-01887 was obtained to certify funds.

C-7 RESOLUTION AUTHORIZING A CONTRACT WITH KANE COMMUNICATIONS, LLC FOR $234,923.00.

This Resolution authorizes a contract with Kane Communications, LLC for "Traffic Signalization of Center Square Road, County Route 620, and Commerce Boulevard and Sharptown Road in Logan Township", Engineering Project #18-01, commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9) for $234,923.00. CAF# 18-01888 was obtained to certify funds.

DEPARTMENT OF EDUCATION **FREEHOLDER BARNES**
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS & **FREEHOLDER DIMARCO**
LAND PRESERVATION **FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 8, 2018 TO MARCH 7, 2019 IN AN AMOUNT NOT TO EXCEED $150,000.00 PER CONTRACT.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP 18-015) for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months. Based on the workload expected over the next year, which is expected to be approximately 15+/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of work plan and personnel availability, and anticipated costs.

E-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO FOR $215,565.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan, known as Block 1003, Lot 3, owned by Verna Mulvenna, Benny Grasso and Jeanette Giordano, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of $8,750.00 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 24.636 acres in size, is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in a future Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was $3,000.00 for the Hanson Organization and $3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 1,000 acres of previously preserved farmland and open space. CAF #18-01521 was obtained to certify funds.

DEPARTMENT OF BUILDINGS & **FREEHOLDER CHRISTY**
GOVERNMENT SERVICES **FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC. FROM MARCH 7, 2018 TO MARCH 6, 2020, FOR AN AMOUNT NOT TO EXCEED $40,000.00 PER YEAR; PER VENDOR.

This Resolution authorizes award of a split contract with Cooper Electric Supply Co., Inc. and with Billows Electric Co., Inc., for the supply and delivery of various electrical parts and supplies specified in PD-18-001, and as identified within each Vendor Contract. Each Contract is open-ended and authorized in an amount not to exceed $40,000.00 per Vendor from March 7, 2018 to March 6, 2020. County retains the option to extend the Contracts for one (1) two-year term or two (2) one-year terms.

F-2 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 FOR $130,000.00.

This Resolution awards a contract to William R. Carey & Company, Inc. for individual and aggregate excess loss medical coverage for the Department of Corrections from March 1, 2018 to February 28, 2019 for $130,000.00. CAF #18-01556 was obtained to certify funds.

F-3 RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 IN AN AMOUNT NOT TO EXCEED $125,000.00.

This Resolution authorizes the purchase and delivery of ammunition from Eagle Point Gun/TJ Morris & Son by the County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use through State Contract #A81296 in an amount not to exceed $125,000.00 from March 1, 2018 to February 28, 2019.

F-4 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE, EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF $57,169.40.

This Resolution will authorize the purchase of software, equipment and related services from Software House International through State Contract A89851, for use at the County Child Advocacy Center to support the High Tech Crimes Unit and Local Police Agencies. CAF #18-01551 was obtained to certify funds for $27,789.40, and CAF #18-01552 was obtained to certify funds for $29,380.00, for a total amount of $57,169.40.

F-5 RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT V-74-15 GRANT AMOUNT TO $265,817.00, WITH AN IN-KIND MATCH OF $113,565.00 FOR A TOTAL OF $379,382.00 FROM JULY 1, 2017 TO JUNE 30, 2018.

This Resolution will approve an amendment to the Victims of Crime Act (VOCA) Grant V-74-15, to reflect the grant amount of $265,817.00 with an in-kind match of $113,565.00, for a total amount of $379,382.00 from July 1, 2017 to June 30, 2018.

F-6 RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT GRANT V-51-15 GRANT TERM FROM OCTOBER 1, 2016 TO MARCH 31, 2018.

This Resolution will amend the Victims of Crime Act (VOCA) Grant V-51-15, to modify the grant term for period from October 1, 2016 to March 31, 2018.

F-7 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH CONDUENT ENTERPRISE SOLUTIONS, FOR $165,200.00.

Resolution authorizing the execution of contract with Conduent Enterprise Solutions for the purchase of server hardware and associated software, onsite installation and configuration for County Data Center/Conduent Data Center, for $165,200.00. C.A.F. #18-01683 has been obtained to certify funds.

F-8 RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC FROM APRIL 1, 2018 TO MARCH 31, 2019 IN AN AMOUNT NOT TO EXCEED $42,000.00.

This Resolution authorizes a contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care, and other general practice services during normal business hours, and spay, neuter and rabies vaccination services for the period April 1, 2018 to March 31, 2019 in an amount not to exceed $42,000.00.

F-9 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH TRI-M GROUP, LLC FROM FEBRUARY 18, 2018 TO FEBRUARY 17, 2019 FOR AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution awards a Contract to Tri-M Group LLC, with offices at 206 Gale Lane, Kennett Square, PA 19348 for the provision of on-call maintenance, service and repairs to Andover HVAC Control Systems in various County buildings in an amount not to exceed $50,000.00 for the period February 18, 2018 to February 17, 2019.

DEPARTMENT OF HEALTH & HUMAN SERVICES — **FREEHOLDER JEFFERSON**
FREEHOLDER BARNES

G-1 RESOLUTION AUTHORIZING THE PURCHASE OF LEAD ANALYSIS EQUIPMENT FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC. FOR $42,230.00.

This Resolution authorizes the purchase of lead analysis equipment for the detection of levels of lead paint, per specifications found in PD-18-010, from Thermo Scientific Portable Analytical Instruments, Inc., with offices located at 2 Radcliff Road, Tewksbury, MA 01876 for a total amount of $42,230.00.

G-2 RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2018 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT.

Resolution authorizing the Freeholder Director and County Counsel to attest to 2018 certifications and assurances as required on an annual basis by the Federal Transit Administration (FTA). These annual certifications and assurances are required by the FTA in order to receive federal transportation grants. This resolution states that Gloucester County will abide by all applicable federal laws regarding the administration of transportation grants.

G-3 RESOLUTION AUTHORIZING EXECUTION OF A GRANT APPLICATION WITH NJ TRANSIT FOR THE FFY 2015 SECTION 5310 GRANT FOR FUNDING OF CAPITAL AND OPERATING PROJECTS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR $200,000.00 WITH AN IN-KIND MATCH OF $200,000.00, FOR A TOTAL AMOUNT OF $400,000.00.

This Resolution authorizes the execution of a grant application submitted by the County Division of Transportation Services and the resulting agreement with New Jersey Transit for the FFY 2015 Section 5310 Grant program. Funding received will be used for the Capital request, “Vehicle Project” for the lease of two (2) extended minibuses 16 seats 2 securements for replacement of vehicles due for retirement; and “Operating Project”, consisting of 50% FTA ($200,000.00) and a 50% County match ($200,000.00). Final FTA approval is required before receiving this grant. This Section 5310 award will help provide demand-responsive, subscription and flexible fixed route transportation for various transportation appointments to low-income, elderly and disabled residents.

G-4 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2018 TO MARCH 31, 2019 FOR $73,314.29.

This Resolution authorizes execution of a license maintenance agreement with Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, NJ 08869, to provide service and maintenance of proprietary software for the Division of Social Services (i.e., ABACUS, Fraud Collection Turnkey System (WEB), in the amount of $50,200.56 and A.O.S.S Card registration (WEB), in the amount of $23,113.73). The total contract amount is $73,314.29 from April 1, 2018 to March 31, 2019. This is proprietary software as per N.J.S.A. 40A:11-5DD. CAF#18-01520 has been obtained to certify funds.

G-5 RESOLUTION AUTHORIZING AN APPLICATION AND ACCEPTANCE OF JOB ACCESS REVERSE COMMUTE (JARC) SFY 2019 ROUND 5 AND SFY 2020 ROUND 6 GRANT FROM NJ TRANSIT, FOR $110,000.00 WITH AN IN-KIND MATCH OF $110,000.00, FOR A TOTAL AMOUNT OF $220,000.00 FROM JULY 1, 2018 TO JUNE 30, 2020.

This Resolution authorizes execution of a grant application submitted by the County Division of Transportation Services and New Jersey Transit for the SFY 2019 JARC Round 5 and SFY 2020 JARC Round 6 from July 1, 2018 to June 30, 2020. This is a two round grant for the total amount of $220,000.00, each round requires $110,000.00 in state grant funding and $110,000.00 county in-kind match. These funds will be used to support educational and work-related transportation for employment opportunities to low-income residents and people with disabilities. FTA requires a dollar for dollar cash match.

G-6 RESOLUTION AUTHORIZING VARIOUS AMENDMENTS TO INCREASE AND DECREASE CONTRACTS FOR HUMAN SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

This Resolution authorizes a decrease to the contract with Maryville, Inc. by $9,600.00 for a maximum contract amount of $193,700.00 from January 1, 2018 to December 31, 2018; authorizes a decrease to the contract with SODAT of NJ, Inc. by $10,448.00 for a maximum contract amount of $18,025.00 from January 1, 2018 to December 31, 2018; authorizes a decrease to the contract with Center for Family Services, Inc. by $7,000.00 for a maximum contract amount of $41,000.00 from January 1, 2018 to December 31, 2018; and authorizes an increase to the contract with New Hope Foundation, Inc. by $5,000.00 for a maximum contract amount of $33,650.00 from January 1, 2018 to December 31, 2018. This amendment will also include additional information to the contract as per the requirements of NJDHS.

G-7 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY FOR THE PROVISION OF HEALTH OFFICER SERVICES FROM MARCH 1, 2018 TO DECEMBER 31, 2018.

The purpose of this agreement is that Gloucester County shall provide Health Officer Services to Atlantic City, and Atlantic City shall designate the County Health Officer of Gloucester County as its Health Officer. The said Health Officer shall be the enforcement agent of Atlantic City for its Ordinances and Sanitary Laws of the State of New Jersey. Atlantic City will pay the County $2,621.19 per month, from March 1, 2018 to December 31, 2018.

Old Business

New Business

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

Adjournment

MINUTES

8:00 a.m. Saturday, January 27, 2018

Call to order

Salute to the flag

Open Public Meetings statement

Roll Call

	Present	Absent
Deputy Director Chila	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder DiMarco	X	
Freeholder Jefferson	X	
Freeholder Simmons	X	
Director Damminger	X	

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

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
FREEHOLDER CHILA

Discussion of the proposed 2018 Gloucester County budget: Overview, Operating, Capital and Educational Facilities

51002 Resolution Authorizing a Closed Meeting of the Board of Chosen Freeholders of the County of Gloucester Pursuant to NJSA 10:4-12(b)(8).
This resolution is for the Board to go into closed session to discuss the 2018 salaries/compensation for specific non-union county employees.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

MANAGEMENT PERSONNEL

- Non-Union Salary Discussions

Public portion (time limit of five (5) minutes per person, per public portion)
OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE TO EVERYTHING

Gloucester County

FAR FROM IT ALL

2018 BUDGET PRESENTATION

SHARED SERVICES

GLOUCESTER COUNTY REGIONALIZED SERVICES
MUNICIPAL BUDGETARY SAVINGS BY SERVICES
2017

MUNICIPALITY	COUNTY ASSESSOR	EMS	911 DISPATCH	STORMWATER / DE ICER STORAGE	TRASH DISPOSAL SAVINGS	OTHER SERVICES (2)	MUNICIPAL BUDGET SAVINGS (1)	2017 LOCAL PURPOSE TAX	FARMLAND / OPEN SPACE PRESERVATION
CLAYTON	$109,145	$36,440	$438,360	$209,880 *	$41,227	$229,768	$1,064,820	22.83 ¢	$3,820,336
DEPTFORD	$622,352		$753,599	$420,971	$122,771	$513,807	$2,433,500	8.70 ¢	$3,012,729
EAST GREENWICH	$135,078	$476,614	$93,681	$209,880 *	$41,967	$183,807	$1,141,026	10.68 ¢	$20,934,411
ELK	$43,213	$17,440	$26,534	$115,796 *	$22,516	$83,085	$308,583	8.44 ¢	$10,227,918
FRANKLIN	$297,996	$292,000	$424,563	$759,913 *	$94,635	$281,916	$2,151,023	17.39 ¢	$6,861,353
GLASSBORO	$293,020	$913,406	$902,196	$218,281	$70,729	$327,256	$2,724,889	22.40 ¢	$903,169
GREENWICH	$97,595	$27,764	$404,029	$226,077	$32,163	$80,973	$868,601	11.51 ¢	$2,386,094
HARRISON	$84,925	$333,723	$74,298	$459,950	$62,679	$192,754	$1,208,329	7.90 ¢	$27,337,095
LOGAN	$144,329	$476,614	$79,605	$159,219 *	$25,037	$169,716	$1,054,520	9.91 ¢	$12,449,930
MANTUA	$247,377	$74,616	$664,863	$332,914 *	$92,343	$365,022	$1,777,134	13.37 ¢	$24,776,307
MONROE	$438,959		$899,278	$1,122,590 *	$209,249	$604,756	$3,274,833	12.28 ¢	$3,460,164
NATIONAL PARK	$46,961	$27,764	$42,455	$79,610 *	$17,290	$90,494	$304,573	19.22 ¢	$110,000
NEWFIELD	$17,030	$10,000	$8,491	$50,654 *	$7,849	$52,324	$146,348	11.47 ¢	
PAULSBORO	$77,338	$10,413	$663,299	$144,744 *	$40,469	$209,435	$1,145,699	31.92 ¢	
PITMAN	$128,999	$526,204	$283,925	$195,405 *	$53,212	$243,221	$1,430,967	25.13 ¢	
SOUTH HARRISON	$92,085	$11,568	$26,534	$381,992	$15,988	$68,231	$596,399	15.72 ¢	$23,770,436
SWEDESBORO	$42,929	$62,469	$60,337	$43,424 *	$15,296	$74,266	$298,721	17.33 ¢	$255,000
WASHINGTON	$613,940		$530,705	$984,268 *	$279,323	$710,345	$3,118,582	7.32 ¢	$16,589,875
WENONAH	$17,777	$9,255	$37,149	$86,847 *	$11,158	$56,985	$219,170	9.81 ¢	
WEST DEPTFORD	$432,879	$61,435	$376,801	$419,761 *	$139,038	$357,448	$1,787,361	7.97 ¢	$3,260,800
WESTVILLE	$60,571		$294,540	$79,610 *	$26,831	$83,861	$545,413	23.15 ¢	
WOODBURY	$212,861	$161,956	$38,068	$195,405 *	$55,405	$216,090	$879,785	15.12 ¢	
WOODBURY HEIGHTS	$46,916		$66,326	$101,321 *	$15,863	$74,934	$305,360	12.05 ¢	$10,000
WOOLWICH	$150,873	$414,724	$58,377	$267,779 *	$38,583	$185,067	$1,115,403	9.84 ¢	$15,628,534
TOTALS:	$4,455,148	$3,944,402	$7,248,016	$7,266,292	$1,531,622	$5,455,558	$29,901,039	14.64 ¢	$175,794,151

1. Municipal budgetary savings calculated using actual annual costs adjusted to 2017 dollars using CPI, Philadelphia Region.
2. Other Services include: Health Code inspections, Animal Control services, Fire Code inspections, Shuttle Bus purchases.

* Utilizes Deicer Storage Sheds

County to County Shared Services

Medical Examiner Services	
Camden County	$1,107,281
Salem County	$178,500

Mental Health Administrator	
Salem County	$32,473
Health Officer	
Salem County	$79,848

Human Services - Youth Shelter	
Salem County	$73,240

Dispatch Services	
Buena Borough	$136,919
Buena Vista Township	$71,056
Estell Manor	$9,819
Folsom	$9,819
Weymouth	$9,819

Total Revenue to Gloucester County	$1,708,774

INTRA-COUNTY SHARED SERVICES ANALYSIS

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Human Resources Dollars Saved # of Employees Eliminate (FTE/PT)	Shared with County N/A 0	Shared with County N/A 0	Shared with County N/A 0	Shared with OCTA N/A 0	Shared with OCTA [illegible] 1	N/A N/A 0	[illegible] 1
Purchasing / Finance Dollars Saved # of Employees Eliminate (FTE/PT)	Shared with County [illegible] 1	Share with County [illegible] 0.5	N/A N/A 0	Shared with OCTA N/A 1	Shared with OCTA/OCLTA [illegible] 0	1 [illegible] 1	[illegible] 2.5
Public Relations Dollars Saved # of Employees Eliminate (FTE/PT)	Shared with OCTA N/A 0	Shared with OCTA N/A 0	N/A N/A 0	Shared with OCTA N/A 0	Shared with OCTA [illegible] 1	Shared with OCTA N/A 1	[illegible] 1
TOTAL DOLLARS SAVED TOTAL EMPLOYEES ELIMINATED	[illegible] 2	[illegible] [illegible]	[illegible] 1	[illegible] 1	[illegible] [illegible]	[illegible] 1	[illegible] [illegible]

Total Savings

IT Building Avoidance	$500,000
	$2,533,529

Shrinking the Size of Government

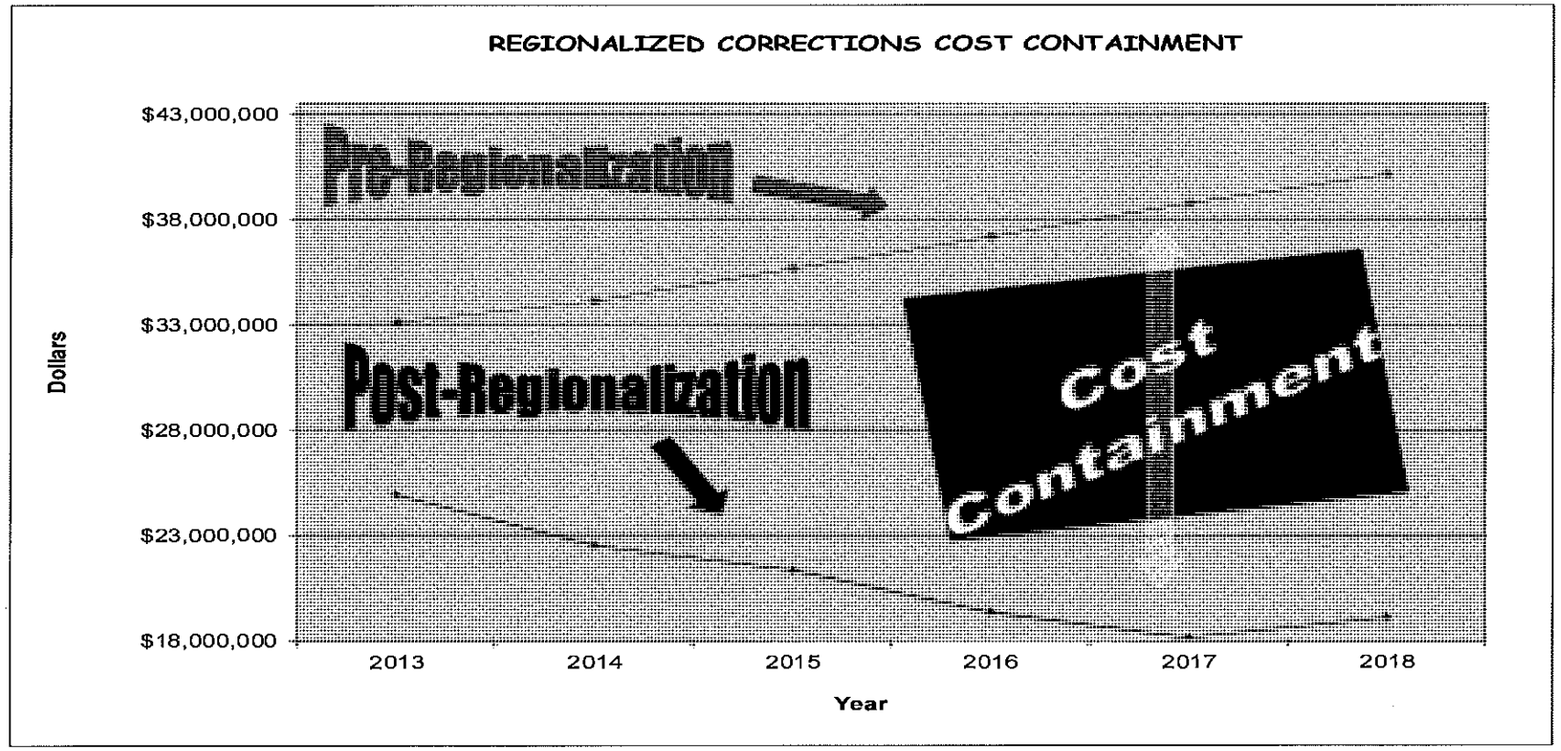
Attrition for 2017 / 2018 Budget

TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	17 TOTAL	18 TOTAL	
Correction Officer	Corrections	$84,162	$0	$14,481	$27,590	$126,213	$126,213	
Correction Sgt	Corrections	$105,426	$0	$0	$34,572	$59,337	$140,008	8/1
Mail Clerk	Information Technology	$38,952	$0	$21,402	$8,908	$11,543.72	$69,262	10/1
2017 TOTALS	3	$228,540	$0	$35,883	$71,071	$196,094	$335,483	
2016 TOTALS	0	$0	$0	$0	$0	$0		
2015 TOTALS	7	$455,469	$1,510	$44,993	$128,190	$630,162		
2014 TOTALS	12	$875,871	$13,385	$33,413	$227,813	$1,150,482		
2013 TOTALS	103	$6,413,684	$50,109	$999,069	$1,805,862	$9,268,724		
2012 TOTALS	14	$870,063	$40,192	$57,284	$213,062	$1,166,428		
2011 TOTALS	46	$2,429,509	$40,192	$290,991	$565,810	$3,309,002		
2010 TOTALS	61	$3,161,943	$73,661	$326,793	$630,769	$4,156,686		
2009 TOTALS	72	$2,909,369	$52,370	$620,533	$343,015	$3,925,287		
2008 TOTALS	29	$1,153,651	$24,852	$405,841	$136,015	$1,720,359		
8 YEAR TOTAL	347	$18,269,558	$296,270	$2,778,917	$4,050,536	$25,662,613		

Department of Corrections Spending Trends

2013	2014	2015	2016	2017	2018
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

*Actual & Projected Post-Regionalization
*Projected Pre-Regionalization
*Projected Savings



REGIONALIZED CORRECTION SAVINGS DETAIL

Projected Net Savings, 2014 to 2018

Estimated Savings	2014	2015	2016	2017	2018
	$34,179,233	$35,708,008	$37,213,981	$38,805,774	$40,163,976
Less: All Expenses required (Operating, Capital, Fringe, Staffing)	$22,574,112	$21,354,886	$19,358,380	$18,159,891	$19,119,048
NET SAVINGS	$11,605,121	$14,353,122	$17,855,600	$20,645,882	$21,044,928

Financial Analysis, Individualized

Estimated Savings - JUVENILE DETENTION SERVICES	2014	2015	2016	2017	2018
	$3,117,331	$3,226,438	$3,339,363	$3,456,241	$3,577,209
Less: All Expenses required (Operating, Capital, Fringe, Staffing)	$602,250	$614,295	$626,581	$639,113	$651,895
NET SAVINGS	$2,515,081	$2,612,143	$2,712,782	$2,817,128	$2,925,315

Estimated Savings - FEMALE INMATES	2014	2015	2016	2017	2018
	$3,889,943	$4,026,091	$4,167,004	$4,312,849	$4,463,799
Less: All Expenses required (Operating, Capital, Fringe, Staffing)	$2,007,500	$2,047,650	$2,088,603	$2,130,375	$2,172,983
NET SAVINGS	$1,882,443	$1,978,441	$2,078,401	$2,182,474	$2,290,817

Estimated Savings - MALE INMATES	2014	2015	2016	2017	2018
	$27,171,959	$28,455,479	$29,707,613	$31,036,683	$32,448,717
Less: All Expenses required (Operating, Capital, Fringe, Staffing)	$19,964,362	$19,692,941	$16,642,196	$15,390,404	$16,294,170
NET SAVINGS	$7,207,597	$9,762,538	$13,064,417	$15,646,280	$16,154,547

Corrections S&W	Current	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Projected 2018
CWA Regular	$2,091,964	$1,083,900	$540,373	$559,455	$802,000		
FOP Regular	$9,457,606	$7,066,490	$4,638,969	$4,870,929	$4,208,000	$4,977,373	$5,100,298
Part Time Regular	$215,000	$160,646	$0	$0	$4,800	$14,999	$14,999
Uniform Allowance	$9,000	$4,800	$0	$0	$1,800	$1,800	$1,800
Part Time Uniform Allowance	$2,100	$600	$0	$0	$0	$0	$0
Overtime - CWA	$27,000	$9,044	$0	$500	$8,760		
Overtime - FOP	$1,428,000	$829,842	$128,272	$150,000	$132,500	$179,246	$180,000
Part Time Overtime	$1,500	$498	$0	$0	$0	$0	$0
Additional Regular - CWA	$39,000	$19,639	$5,159	$5,000	$21,000	$25,000	$26,000
Part Time Additional Regular	$6,500	$3,528	$0	$0	$0	$0	$0
Out of Title	$30,000	$2,809	$1,426	$1,200	$4,800	$5,200	$5,200
Longer Pay	$300	$275	$300	$300	$600	$600	$600
CWA Shift Differential	$5,700	$2,340	$0	$0	$0	$0	$0
PT CWA Shift Diff	$2,100	$1,036	$0	$0	$0	$0	$0
FOP Shift / OT Diff	$0	$20,729	$0	$0	$0	$0	$0
Upgrade	$23,500	$16,642	$137	$500	$350	$620	$1,000
FOP Additional Regular	$92,000	$27,458	$22,870	$18,000	$10,200	$14,833	$15,000
Sick Buy Back	$26,000	$5,348	$0	$0	$0	$0	$0
New Hires / Fringe / Equip.	$638,000	$0	$0	$0	$0	$0	$0
Standby		$6,027	$20,083	$20,000	$20,600	$10,100	$15,000
Subtotal	$14,092,270	$9,261,651	$5,357,619	$5,325,885	$5,215,110	$5,229,791	$5,359,894
OE							
Permit Fees	$195	$191	$106	$0	$0	$0	$0
Legal Services	$6,314	$2,982	$0	$0	$0	$0	$0
Medical Services	$1,700,000	$740,835	$783,695	$766,000	$800,000	$950,000	$900,000
Printing	$2,000	$573	$750	$500	$0	$150	$400
Trash Removal	$500	$0	$730	$400	$289	$200	$300
Extermination	$700	$480	$480	$400	$468	$470	$600
Other Outside Services	$1,750,000	$8,698,345	$13,519,730	$12,500,000	$10,520,000	$8,977,600	$9,700,000
General Building Repair	$1,200	$880	$0	$0	$0	$0	$0
Equip. Service & Maint Agree	$4,100	$4,287	$4,345	$7,658	$7,854	$5,419	$5,594
Other Repairs	$10,200	$8,942	$0	$0	$0	$0	$0
Computer Paper	$6,000	$2,249	$0	$0	$0	$0	$0
Office Supplies	$6,000	$3,356	$11,807	$10,000	$5,000	$2,300	$5,000
Reproductions Supplies	$6,500	$6,019	$0	$0	$0	$0	$0
PO Box Rental	$150	$140	$167	$150	$170	$198	$204
Food	$400,000	$162,954	$25,390	$26,000	$24,500	$24,000	$26,000
Kitchen Supplies	$7,000	$1,289	$0	$0	$0	$0	$0
Clothing	$15,000	$1,727	$0	$0	$0	$0	$0
Uniform Purchase	$3,000	$7,845	$924	$1,000	$150	$725	$800
Bedding	$6,000	$177	$0	$0	$0	$0	$0
Medical & Dental Supplies	$10,000	$11,176	$4,976	$5,000	$2,225	$2,500	$5,000
Police Supplies	$35,775	$4,493	$3,981	$4,000	$2,698	$2,500	$5,000
Inmate Court	$7,000	$150	$0	$15,300	$9,000	$12,000	$14,200
Plaques, Trophies & Awards	$250	$0	$0	$0	$0	$0	$0
Other Supplies	$1,500	$993	$0	$600	$0	$0	$0
Bldg Maintenance Materials	$1,300	$648	$0	$0	$0	$0	$0
Painting Supplies	$1,600	$0	$0	$0	$0	$0	$0
Janitorial Supplies	$47,000	$20,406	$2,500	$2,000	$1,500	$1,800	$2,000
Weapons & Ammunition	$16,000	$15,974	$4,797	$11,000	$11,393	$11,504	$11,300
Janitorial Equipment	$500	$0	$0	$0	$0	$0	$0
Other/Data Equipment	$250	$0	$7,486	$0	$444	$0	$0
Reproduction Machine Rental	$7,000	$6,307	$5,680	$3,500	$4,478	$5,200	$5,400
Books & Subscriptions	$660	$492	$321	$395	$171	$350	$350
Meet, Memb, & Dues	$1,200	$1,250	$1,615	$1,565	$1,525	$1,760	$1,800
Education, Training & Conf.	$23,250	$4,285	$2,980	$3,000	$3,453	$3,000	$5,100
Travel Expense	$700	$293	$4,935	$7,879	$4,700	$2,500	$6,000
Contingent	$0	$0	$0	$0	$0	$0	$0
Subtotal	$4,085,644	$9,709,735	$14,387,356	$13,356,447	$11,400,198	$10,004,496	$10,695,948

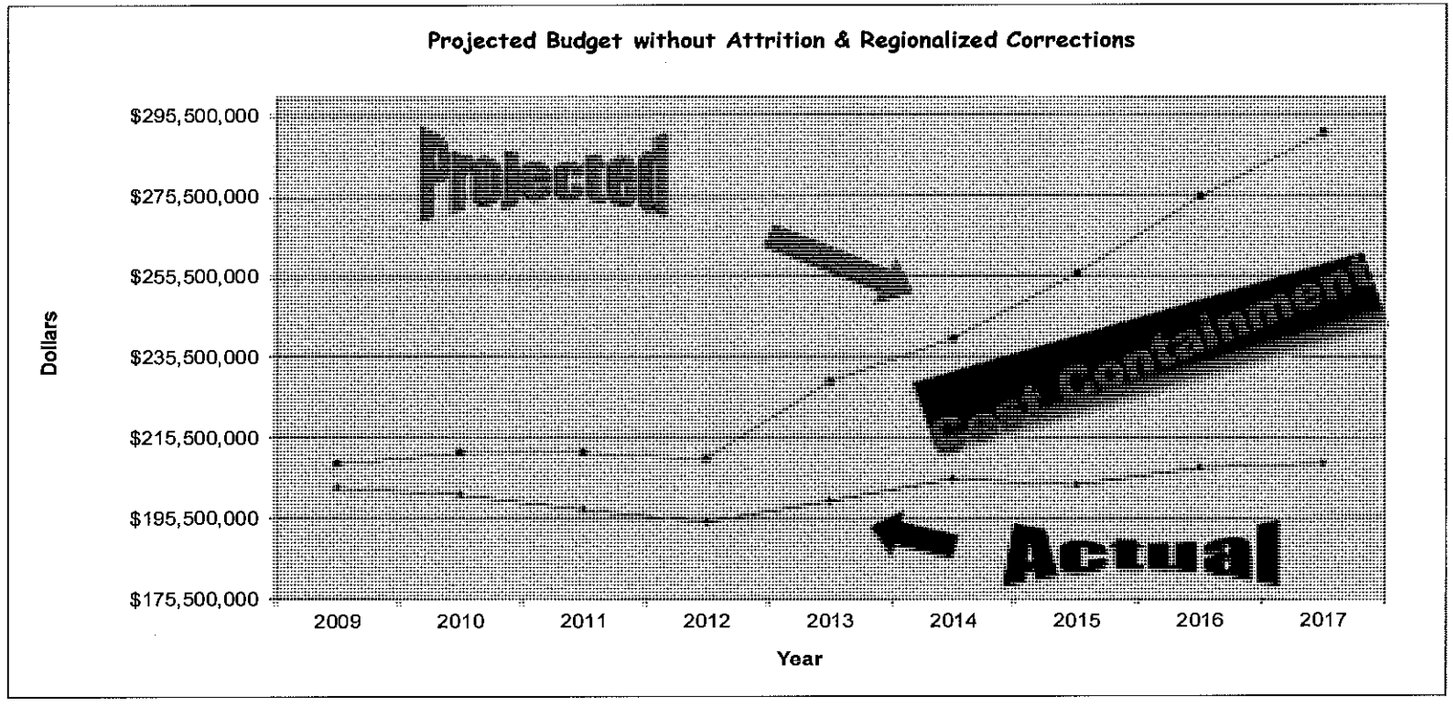
Corrections Net Savings

Corrections S&W	Current	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Projected 2018
Fringe							
Pension	$2,612,151	$1,898,021	$1,137,569	$1,178,337	$1,150,123	$1,327,465	$1,360,249
Group	$4,632,129	$1,877,242	$734,114	$742,358	$762,887	$823,918	$859,831
FICA	$1,078,059	$715,522	$409,858	$407,430	$398,956	$400,079	$410,032
Subtotal	$8,322,339	$4,490,785	$2,281,541	$2,328,128	$2,341,966	$2,551,462	$2,660,112
Indirect Costs							
Unemployment/N	$131,692	$161,262	$75,000	$20,000	$0	$0	$0
Gas	$13,288	$23,144	$58,710	$60,000	$61,200	$62,424	$63,672
Legal	$76,000	$37,500	$10,000	$10,000	$10,000	$10,000	$10,000
Workmen's Comp	$400,000	$150,000	$115,000	$0	$1,200	$19,610	$20,000
Insurance	$458,000	$294,000	$125,000	$82,449	$76,000	$76,000	$76,000
IT Support	$130,000	$70,000	$4,000	$4,000	$4,000	$4,000	$4,000
Radio maint	$10,000	$5,000	$1,000	$1,000	$1,000	$1,000	$1,000
B&G General Mai	$505,000	$78,750	$5,000	$5,000	$5,000	$5,000	$5,000
Utilities / Bldg c	$359,000	$109,000	$139,000	$141,780	$144,616	$147,508	$150,458
Subtotal	$2,112,160	$1,128,656	$532,710	$324,229	$303,016	$324,542	$330,131
Capital							
Building	$100,000	$0	$0	$0	$0	$0	$0
Equipment	$110,000	$25,272	$0	$17,000	$32,700	$9,200	$19,763
Vehicles	$35,000	$155,511	$0	$0	$17,400	$35,000	$50,000
IT Equipment	$45,000	$150,283	$14,886	$3,200	$47,991	$5,400	$3,200
Subtotal	$290,000	$391,066	$14,886	$20,200	$98,091	$49,600	$72,963
Total Costs	$28,902,433	$24,981,893	$22,874,112	$21,354,886	$19,358,380	$18,159,891	$19,119,048
Net Costs w/out Reclassification		$26,907,483	$29,781,709	$31,117,424	$32,422,797	$33,806,171	$35,273,594
Net Savings		$3,920,540	$7,207,597	$9,762,538	$13,064,417	$15,646,280	$16,154,547

RETROSPECTIVE LOOK BACK

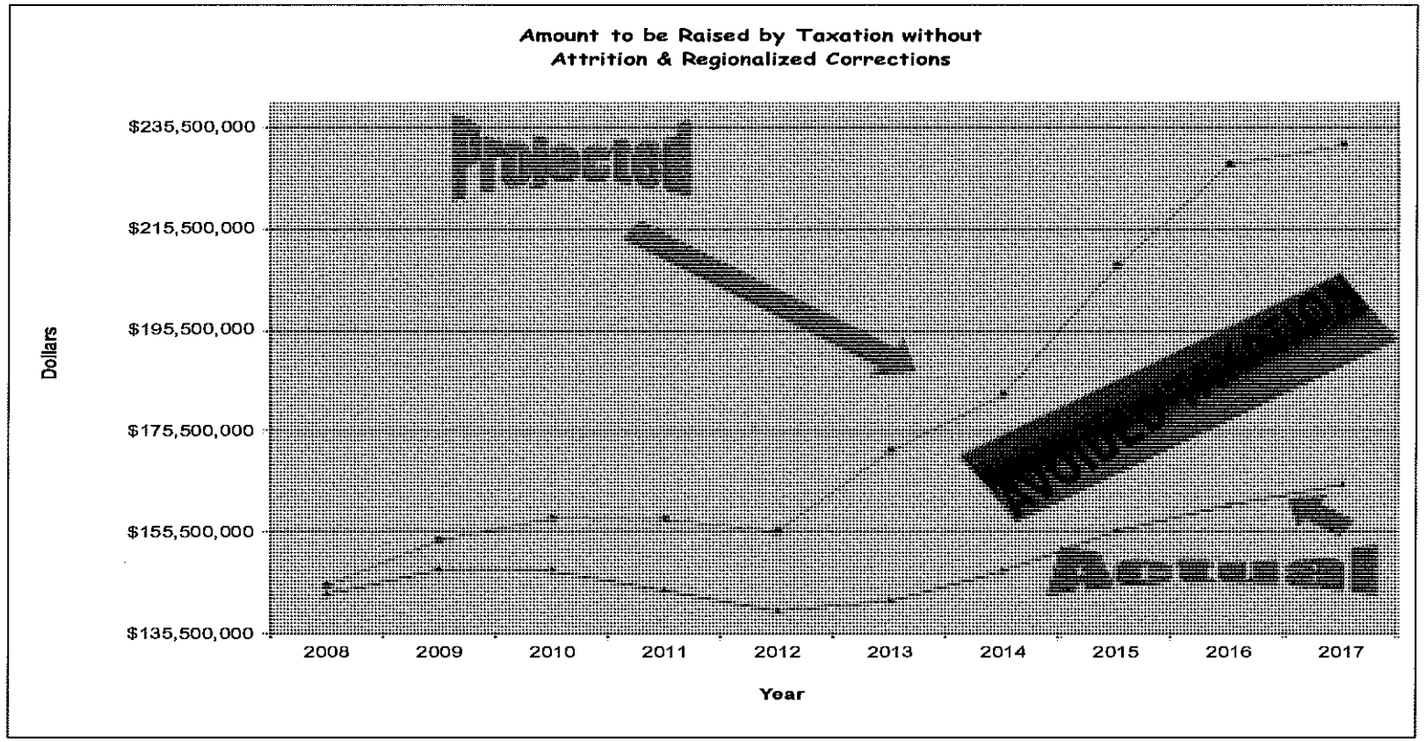
Projected Budget without Attrition & Regionalized Corrections

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	
$190,824,000	$203,092,000	$201,505,000	$197,630,000	$194,593,000	$199,819,000	$205,145,000	$203,698,000	$207,927,000	$208,799,000	*Actual
$192,613,174	$209,035,039	$211,907,716	$211,753,070	$210,341,182	$229,506,954	$240,078,029	$256,244,975	$275,114,801	$291,066,852	*Projected
$1,789,174	$5,943,039	$10,402,716	$14,123,070	$15,748,182	$29,687,954	$34,933,029	$52,546,975	$67,187,801	$82,267,852	*Savings



Comparison of Amount to be Raised by Taxation (without Attrition and Regionalized Corrections)

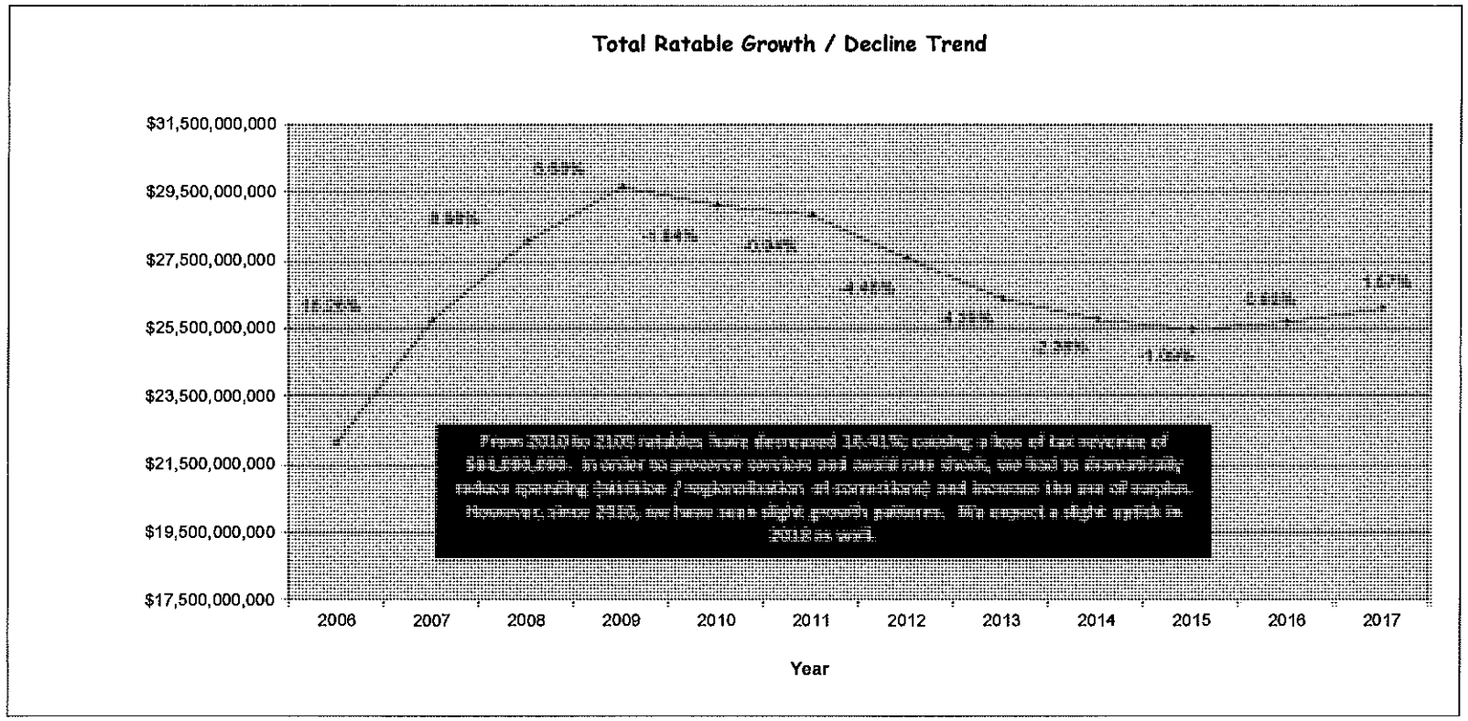
2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	
$143,200,000	$148,100,000	$148,000,000	$144,100,000	$140,000,000	$141,970,000	$147,900,000	$155,800,000	$161,000,000	$164,887,000	*(Actual)
$144,989,174	$154,043,039	$158,402,716	$158,223,070	$155,748,182	$171,657,954	$182,833,029	$208,346,975	$228,187,801	$232,074,801	*(Projected)



RATABLE TRENDS, TAX RATE ANALYSIS, EQUALIZED VALUE & NEW CONSTRUCTION TRENDS

Total Ratable Growth Trend

2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
$22,141,015,000	$25,741,037,000	$28,052,514,000	$29,645,617,000	$29,099,745,000	$28,825,777,900	$27,539,059,608	$26,367,768,361	$25,746,396,666	$25,466,430,286	$25,677,598,255	$26,081,261,902
Percentage	16.26%	8.98%	5.68%	-1.84%	-0.94%	-4.46%	-4.25%	-2.36%	-1.09%	0.83%	1.57%



2018 BUDGET WORKSESSION
ANALYSIS OF TAX RATES

	TAX RATE IN CENTS
1992	62.33
1993	61.64
1994	61.60
1995	58.37
1996	56.02
1997	57.10
1998	58.90
1999	60.85
2000	60.86
2001	60.39
2002	60.39
2003	60.31
2004	60.28
2005	60.17
2006	55.07
2007	51.09
2008	51.04
2009	51.04
2010	51.04
2011	50.11
2012	51.07
2013	56.35
2014	57.69
2015	61.52
2016	63.11
2017	63.47

2018 BUDGET WORKSESSION

ANALYSIS OF EQUALIZED COUNTY TAX RATABLES

	EQUALIZED VALUE $	CHANGE IN VALUE	%
1992	10,257,379,000		
1993	10,600,017,000	342,638,000	3.34%
1994	10,825,552,000	225,535,000	2.13%
1995	11,126,356,000	300,804,000	2.78%
1996	11,564,665,000	438,309,000	3.94%
1997	11,704,022,000	139,357,000	1.21%
1998	12,236,222,000	532,200,000	4.55%
1999	12,390,404,000	154,182,000	1.26%
2000	12,646,439,000	256,035,000	2.07%
2001	13,250,710,000	604,271,000	4.78%
2002	14,001,687,000	750,977,000	5.67%
2003	15,014,800,000	1,013,113,000	7.24%
2004	16,781,792,000	1,766,992,000	11.77%
2005	18,793,650,000	2,011,858,000	11.99%
2006	22,141,015,000	3,347,365,000	17.81%
2007	25,741,037,000	3,600,022,000	16.26%
2008	28,052,514,000	2,311,477,000	8.98%
2009	29,645,617,000	1,593,103,000	5.68%
2010	29,099,745,000	(545,872,000)	-1.84%
2011	28,825,777,900	(273,967,100)	-0.94%
2012	27,539,059,000	(1,286,718,900)	-4.46%
2013	26,367,768,000	(1,171,291,000)	-4.25%
2014	25,746,397,000	(621,371,000)	-2.36%
2015	25,466,430,286	(279,966,714)	-1.09%
2016	25,677,625,407	211,195,121	0.83%
2017	26,081,261,902	403,636,495	1.57%

2018 BUDGET WORKSESSION
STATE CERTIFICATION OF EQUALIZED VALUES
October 2016 vs October 2017

COUNTY	(IN MILLIONS) 2016	2017	% CHANGE	RANK
HUDSON	64,015	77,717	21.40%	1
ESSEX	83,006	89,782	8.16%	2
UNION	65,387	69,476	6.25%	3
MONMOUTH	114,936	121,631	5.82%	4
BERGEN	166,716	176,231	5.71%	5
OCEAN	93,809	98,983	5.52%	6
CAPE MAY	47,309	49,620	4.88%	7
SOMERSET	58,363	60,790	4.16%	8
MIDDLESEX	101,406	105,377	3.92%	9
MORRIS	90,973	94,272	3.63%	10
PASSAIC	46,283	47,773	3.22%	11
GLOUCESTER	25,499	26,274	3.04%	12
MERCER	43,186	44,443	2.91%	13
HUNTERDON	21,102	21,465	1.72%	14
CAMDEN	37,107	37,742	1.71%	15
BURLINGTON	46,295	47,030	1.59%	16
WARREN	10,691	10,832	1.32%	17
SUSSEX	16,922	16,941	0.11%	18
CUMBERLAND	8,767	8,759	-0.09%	19
SALEM	5,037	4,987	-0.99%	20
ATLANTIC	37,522	32,677	-12.91%	21
	$1,184,331	**$1,242,802**	**4.94%**	

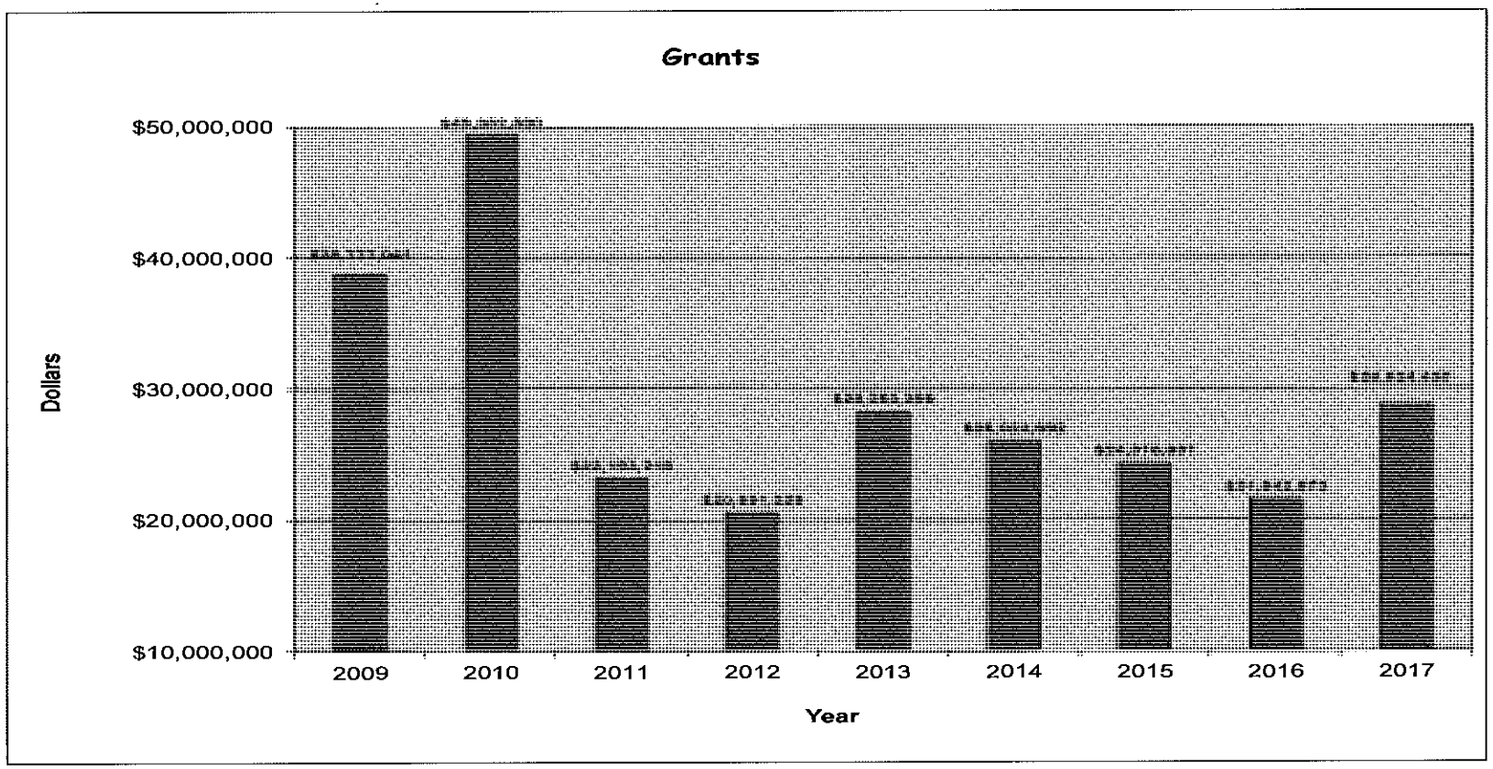
2018 BUDGET WORKSESSION
ANALYSIS OF NEW CONSTRUCTION

	New Construction	Change	%
2004	398.10		
2005	550.10	152	38.18%
2006	544.60	(6)	-1.00%
2007	435.60	(109)	-20.01%
2008	481.40	46	10.51%
2009	281.90	(200)	-41.44%
2010	287.40	6	1.95%
2011	168.40	(119)	-41.41%
2012	140.00	(28)	-16.86%
2013	115.50	(25)	-17.50%
2014	157.10	42	36.02%
2015	161.55	4	2.83%
2016	142.27	(19)	-11.93%
2017	235.49	93	65.52%

GRANTS & REVENUE ANALYSIS

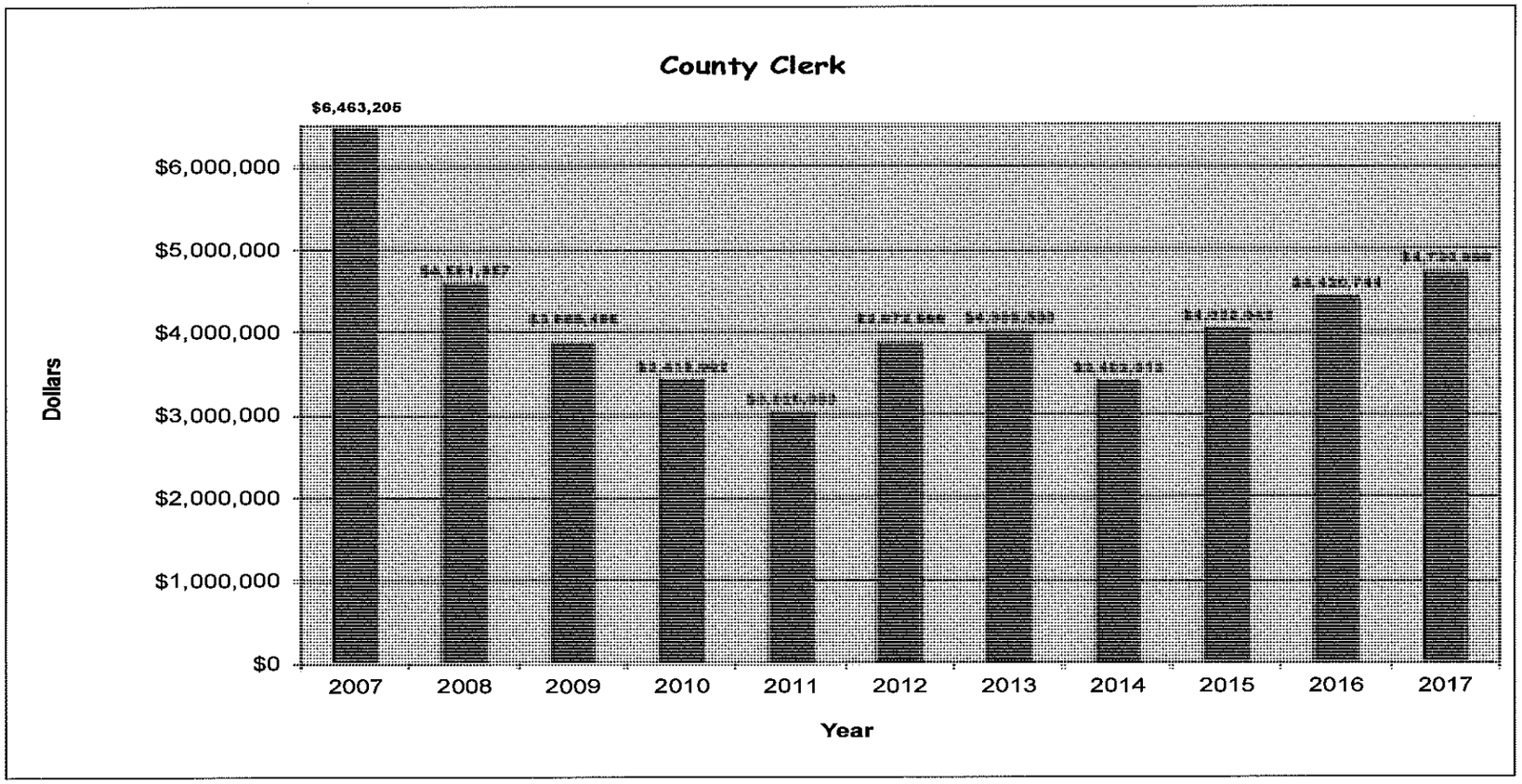
Grants - County, Trust and Capital

2009	2010	2011	2012	2013	2014	2015	2016	2017
$38,777,041	$49,352,580	$23,193,218	$20,551,229	$28,250,399	$26,024,692	$24,315,631	$21,542,873	$28,824,430



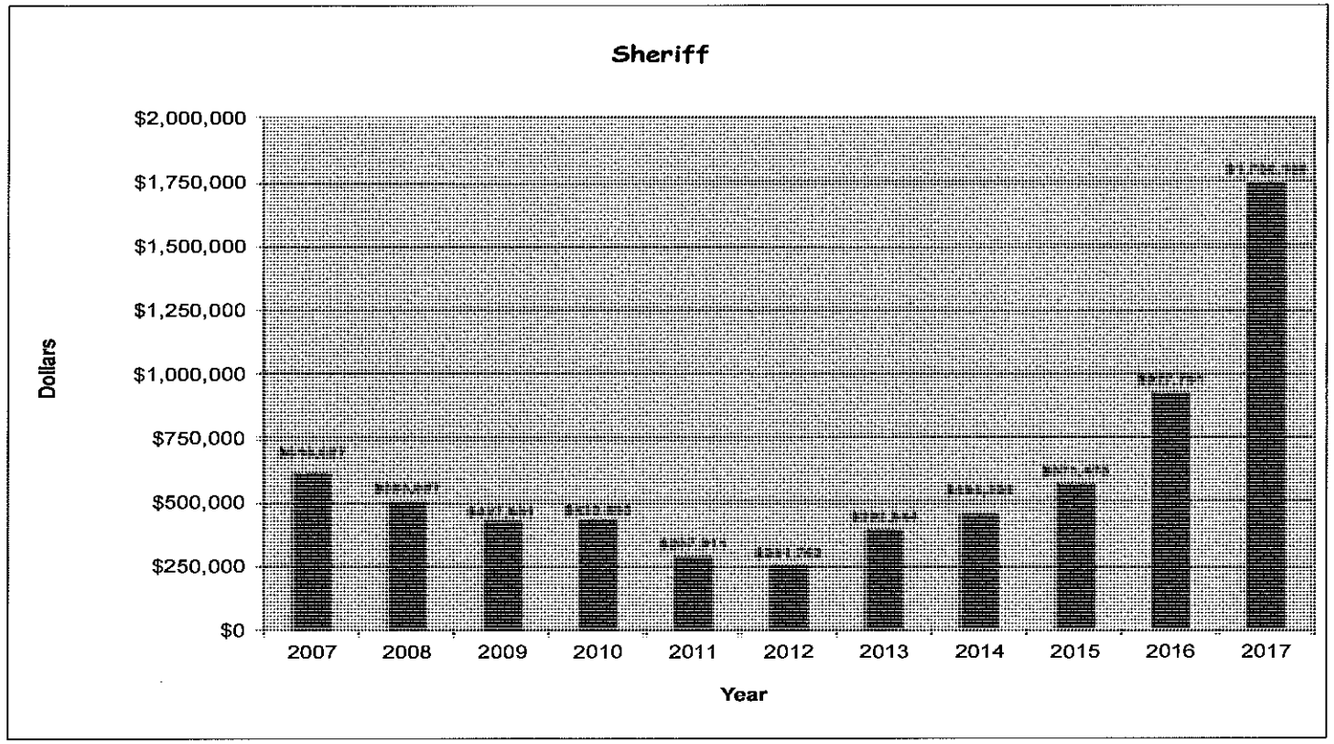
Revenue - County Clerk

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
$6,463,205	$4,581,957	$3,859,496	$3,415,962	$3,028,003	$3,872,566	$4,009,588	$3,403,013	$4,032,542	$4,420,744	$4,730,558



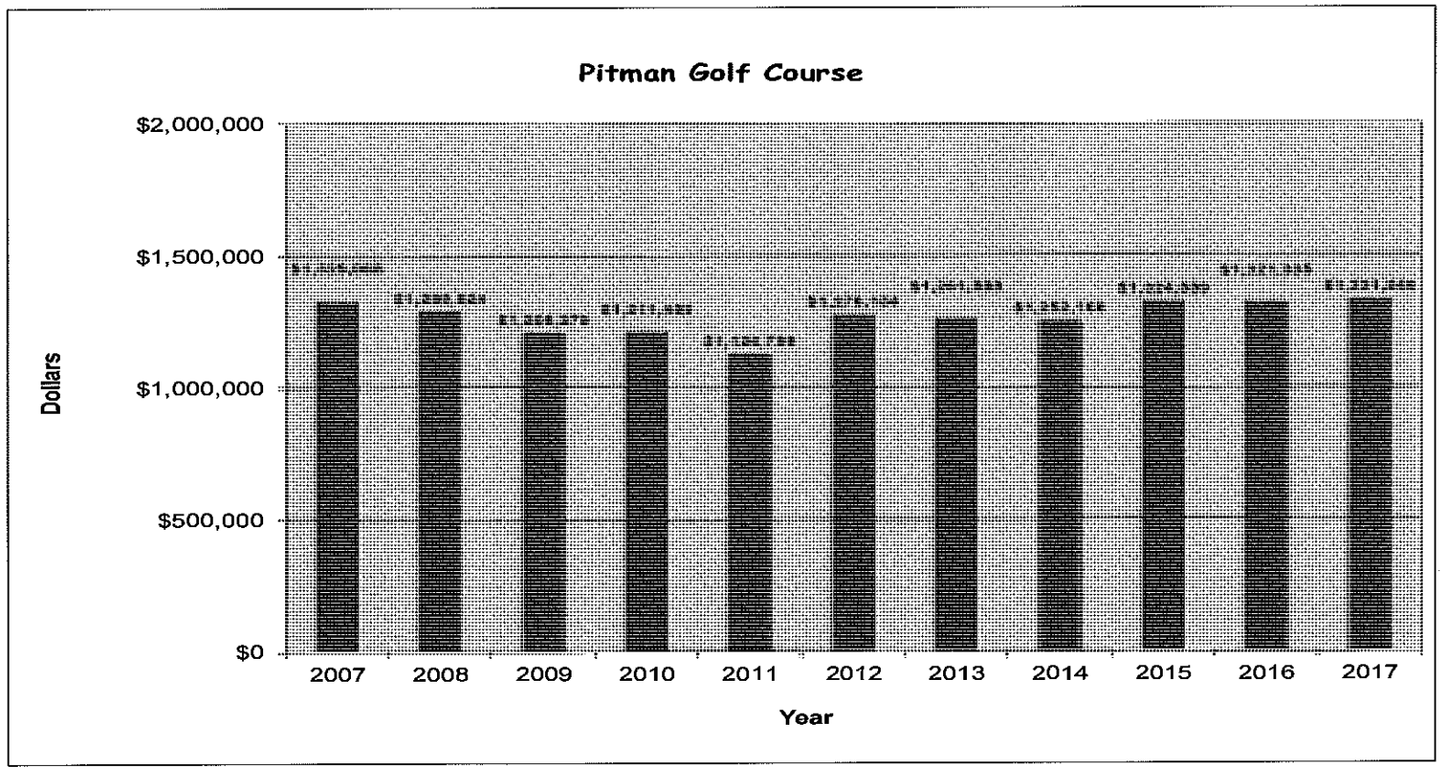
Revenue - Sheriff

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
$616,027	$505,807	$427,681	$433,693	$287,811	$251,763	$393,844	$454,306	$571,475	$927,791	$1,750,165



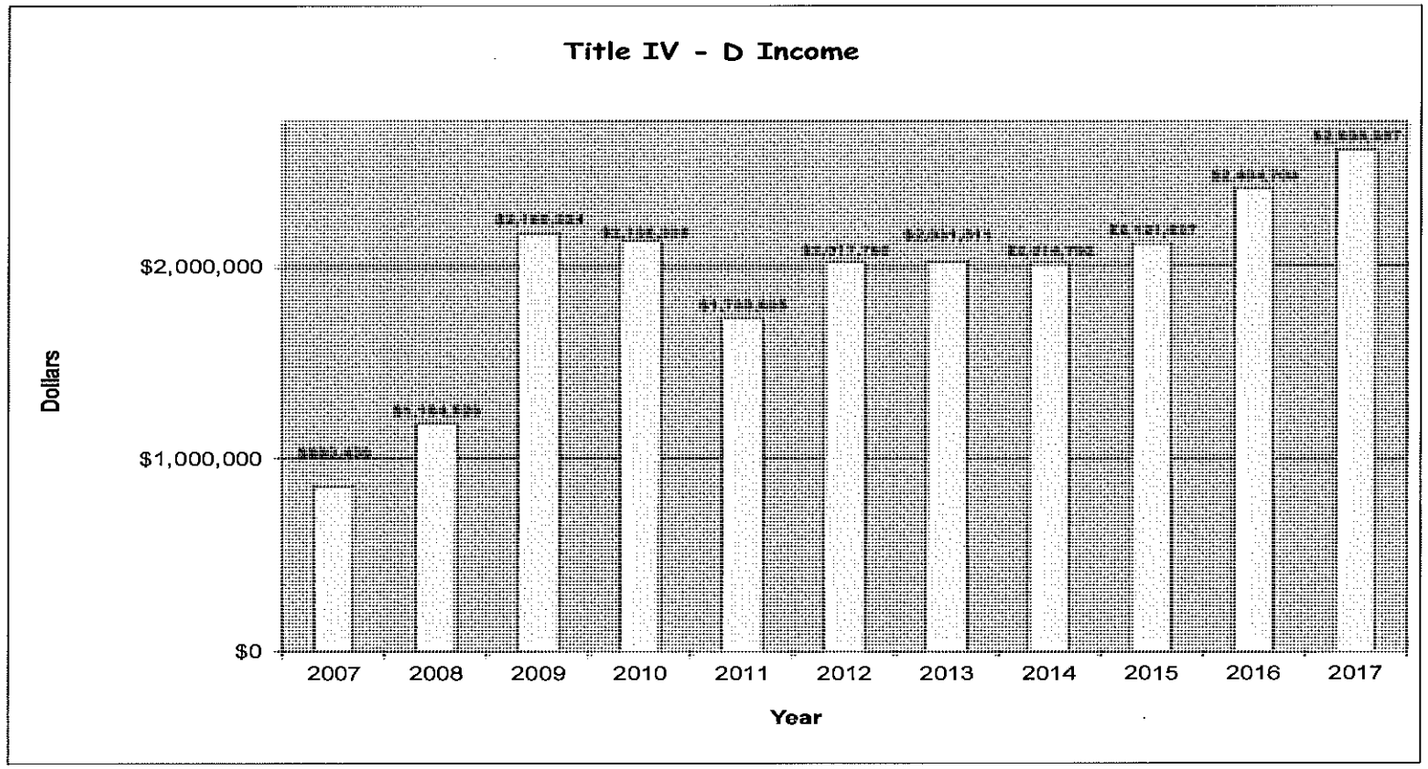
Revenue - Golf

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
$1,329,068	$1,289,524	$1,208,279	$1,211,458	$1,126,759	$1,276,154	$1,261,898	$1,252,168	$1,324,559	$1,321,335	$1,331,248



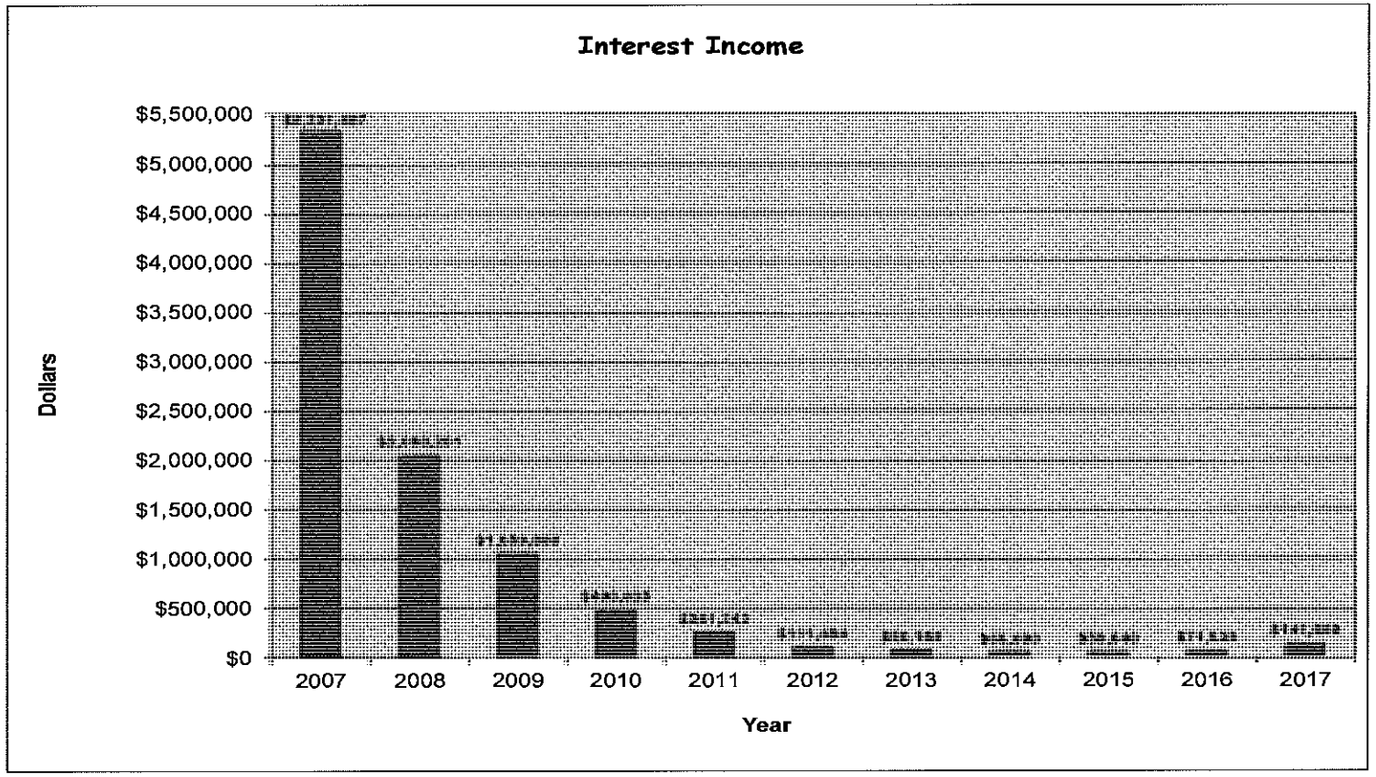
Revenue - Title IV - D

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
$860,439	$1,184,526	$2,180,224	$2,135,338	$1,733,625	$2,017,760	$2,031,511	$2,014,792	$2,121,637	$2,404,704	$2,608,087



Revenue - Interest Income

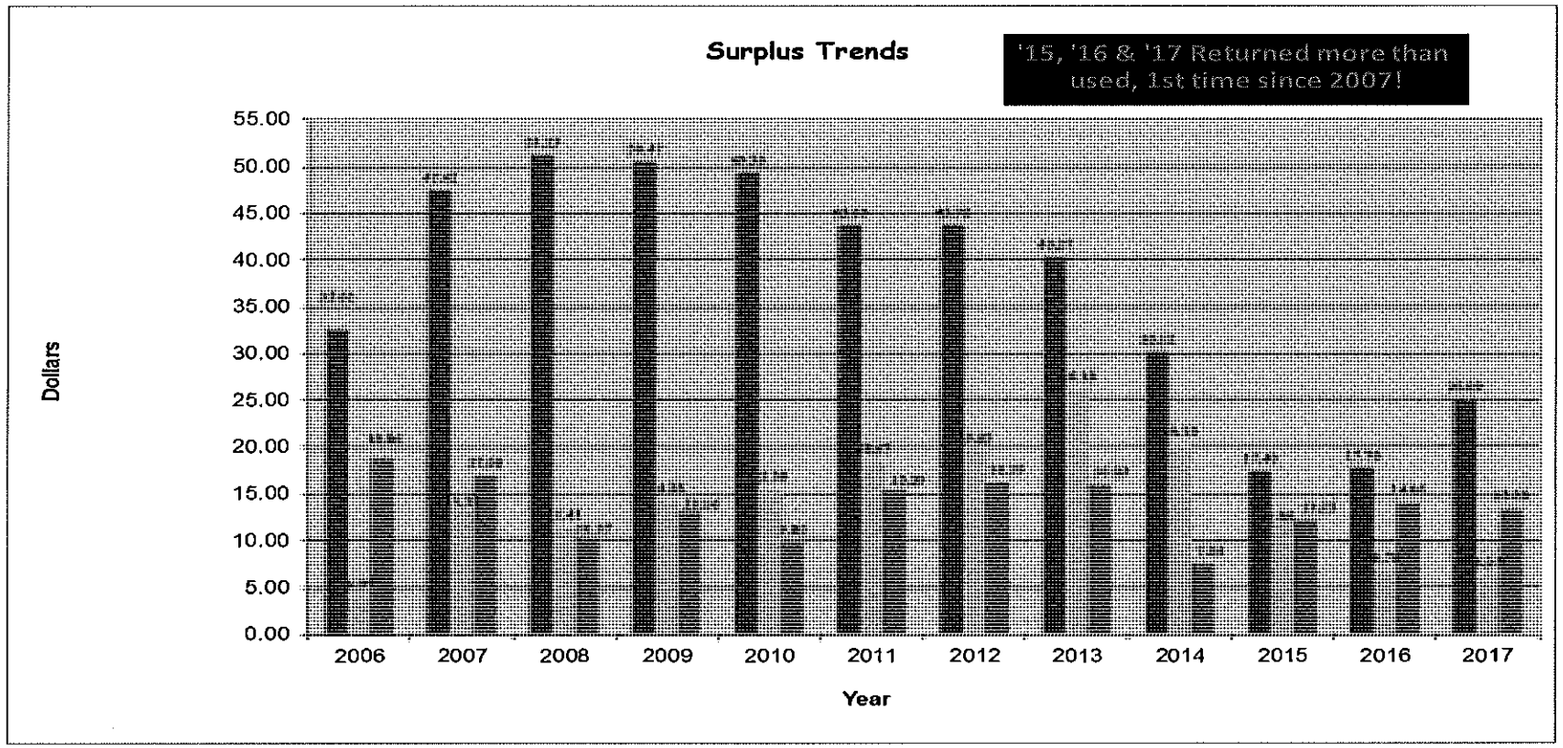
2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
$5,331,457	$2,060,201	$1,059,850	$490,825	$261,343	$111,494	$80,165	$56,590	$59,640	$71,638	$141,689



SURPLUS TRENDS & PROJECTIONS

Surplus Trends

2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



2018 BUDGET WORKSESSION

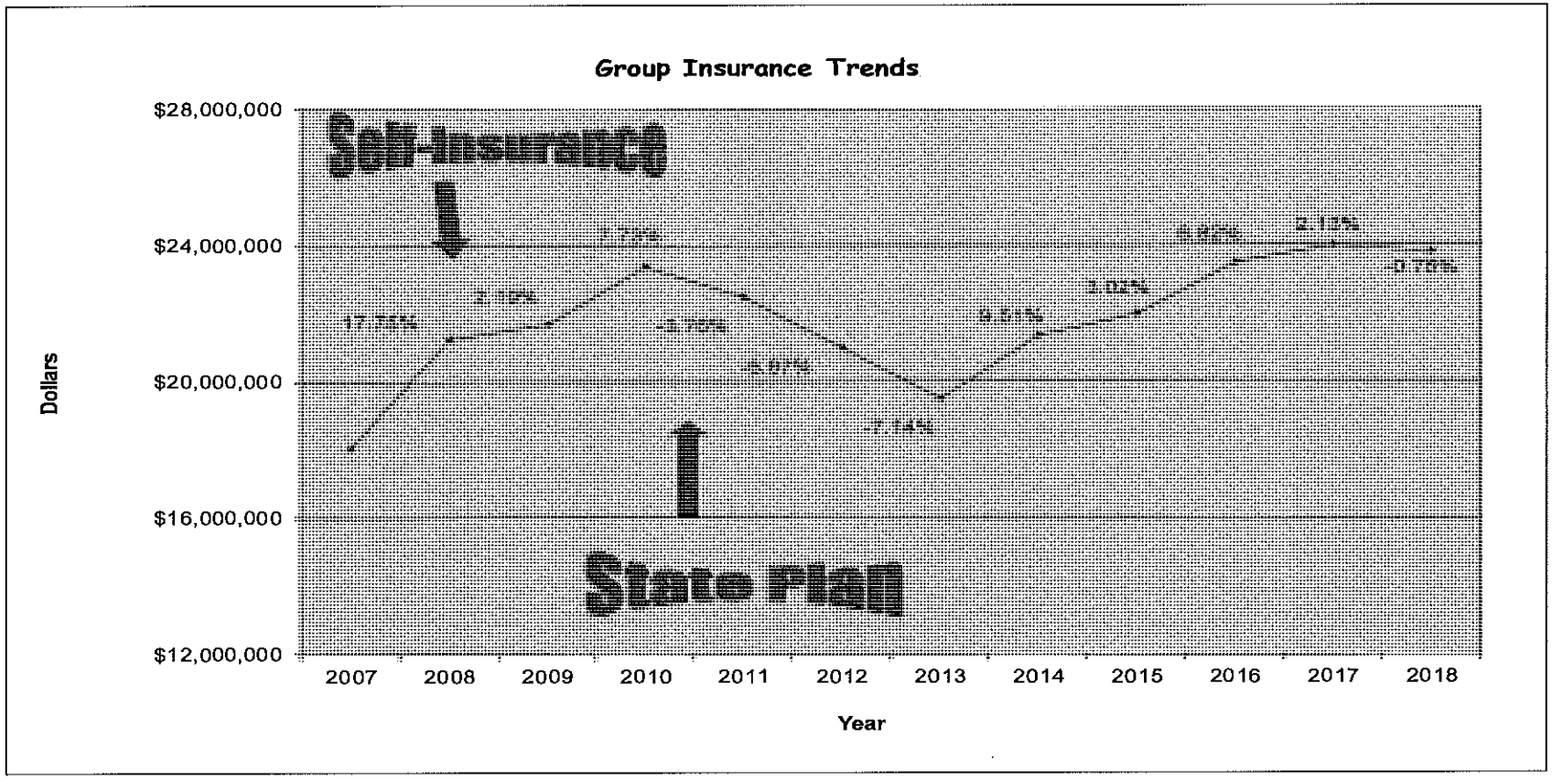
2016 - 2018 REVENUES

REVENUES	2016 BUDGET	2016 ACTUAL	2017 BUDGET	2017 ACTUAL	2018 BUDGET
Surplus	$6,750,000	$6,750,000	$6,213,072	$6,213,072	TBD
Miscellaneous Revenues:					
County Clerk	$4,032,543	$4,420,744	$4,420,700	$4,730,558	$4,730,500
Surrogate	$251,735	$257,692	$257,500	$273,092	$273,000
Sheriff	$571,430	$836,577	$836,536	$1,750,765	$1,500,000
Interest	$59,460	$72,506	$72,500	$141,689	$128,450
Title IV-D	$2,040,000	$2,495,918	$2,495,000	$2,602,087	$2,602,000
Capital Surplus Type 1	$2,334,872	$2,334,872	$2,861,698	$2,861,698	$2,850,000
Motor Vehicle Fines	$1,800,000	$1,800,000	$1,500,000	$1,500,000	$1,500,000
Weights & Measures	$55,000	$55,000	$40,000	$40,000	$40,000
County Golf Course	$1,324,550	$1,321,335	$1,321,325	$1,331,248	$1,331,200
Open Space Trust Fund	$1,973,690	$1,973,690	$1,963,343	$1,963,343	$1,769,828
Interlocal Serv. Agreement-Medical Ex	$1,332,950	$1,214,059	$1,232,500	$1,234,526	$1,234,500
Soil Safe	$266,975	$235,837	$235,800	$172,184	$172,184
EMS	$4,370,135	$4,689,673	$4,689,650	$4,989,358	$4,989,350
Added & Omitted Taxes	$1,105,269	$1,106,692	$960,185	$900,897	$1,095,279
Vacant Property Registry	$98,700	$424,600	$424,500	$609,800	$500,000
Reimbursement - Library - Pension	$285,246	$285,246	$301,700	$301,700	$326,169
Dividend - GCIC			$490,610	$490,610	$631,378
State and Federal Aid:					
State Aid Election Reimb	$210,001	$224,750	$220,000	$223,750	$220,000
State Aid - Debt Service Chap 12	$1,226,875	$1,226,874	$1,333,680	$1,333,680	$1,454,534
Social Services					
Administration	$11,700,000	$11,798,462	$11,587,090	$10,937,348	$11,988,093
SSI	$451,674	$470,908	$454,610	$361,902	$462,394
State Aid-Regionalized Assessor Pilot	$3,700,000	$3,700,000	$0	$0	$0
Subtotal	$46,926,773	$48,997,841	$43,911,999	$44,963,306	$39,798,859
Amount Raised by Taxation incl Appeals	$161,000,000	$161,000,000	$164,887,378	$164,887,378	TBD
Subtotal	$207,926,773	$209,997,841	$208,799,377	$209,850,684	$39,798,859
State and Federal Grants	$3,656,750	$15,343,873	$4,520,293	$20,733,830	$4,852,882
TOTAL REVENUE	$211,583,523	$225,341,714	$213,319,670	$230,584,514	$44,651,741

OPERATING SECTION

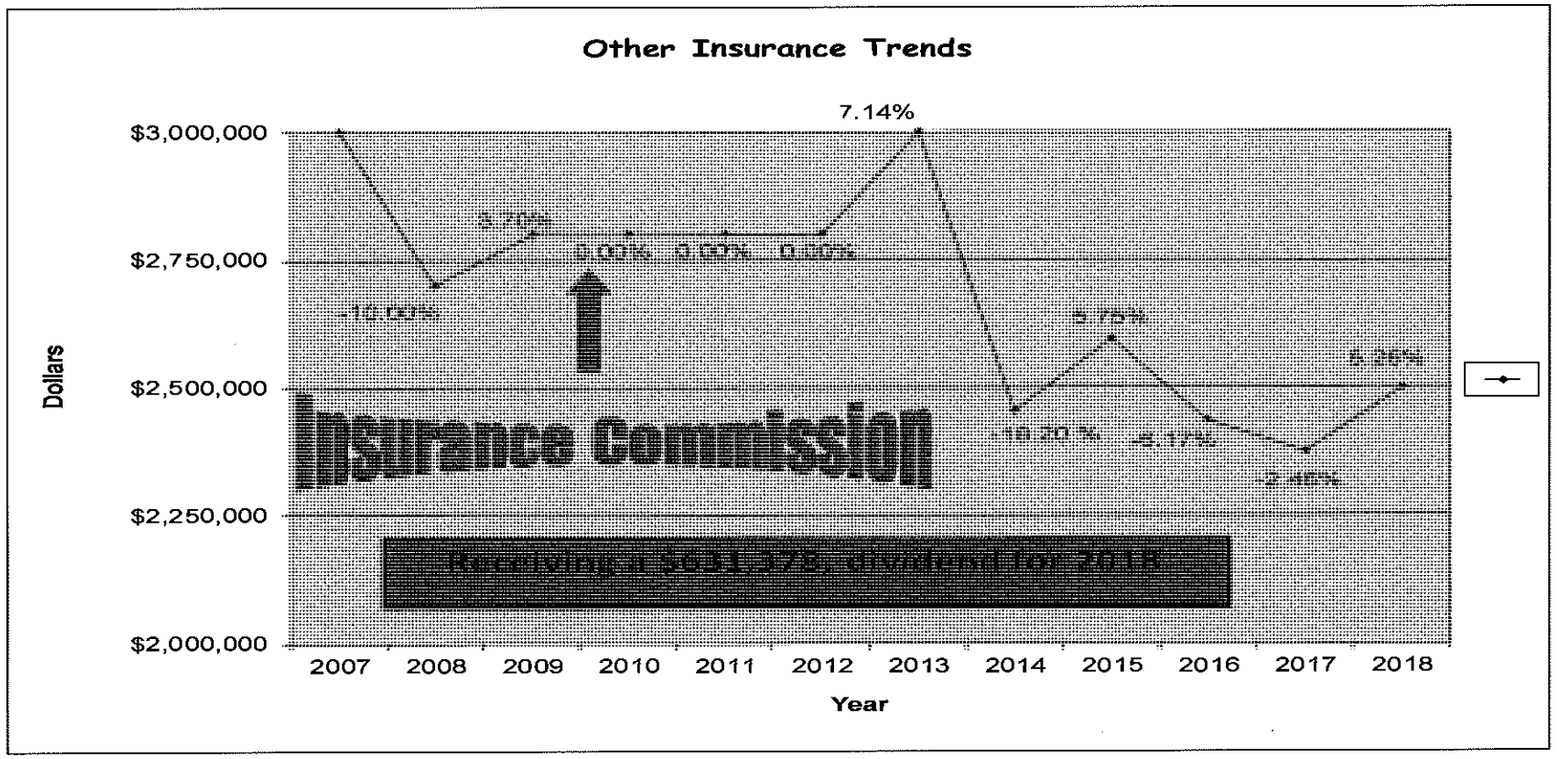
Group Insurance Trends

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
$18,035,000	$21,236,539	$21,701,000	$23,379,500	$22,500,000	$21,000,000	$19,500,000	$21,355,000	$22,000,000	$23,500,000	$24,000,000	$23,820,000
Percentage	17.75%	2.19%	7.73%	-3.76%	-6.67%	-7.14%	9.51%	3.02%	6.82%	2.13%	-0.75%



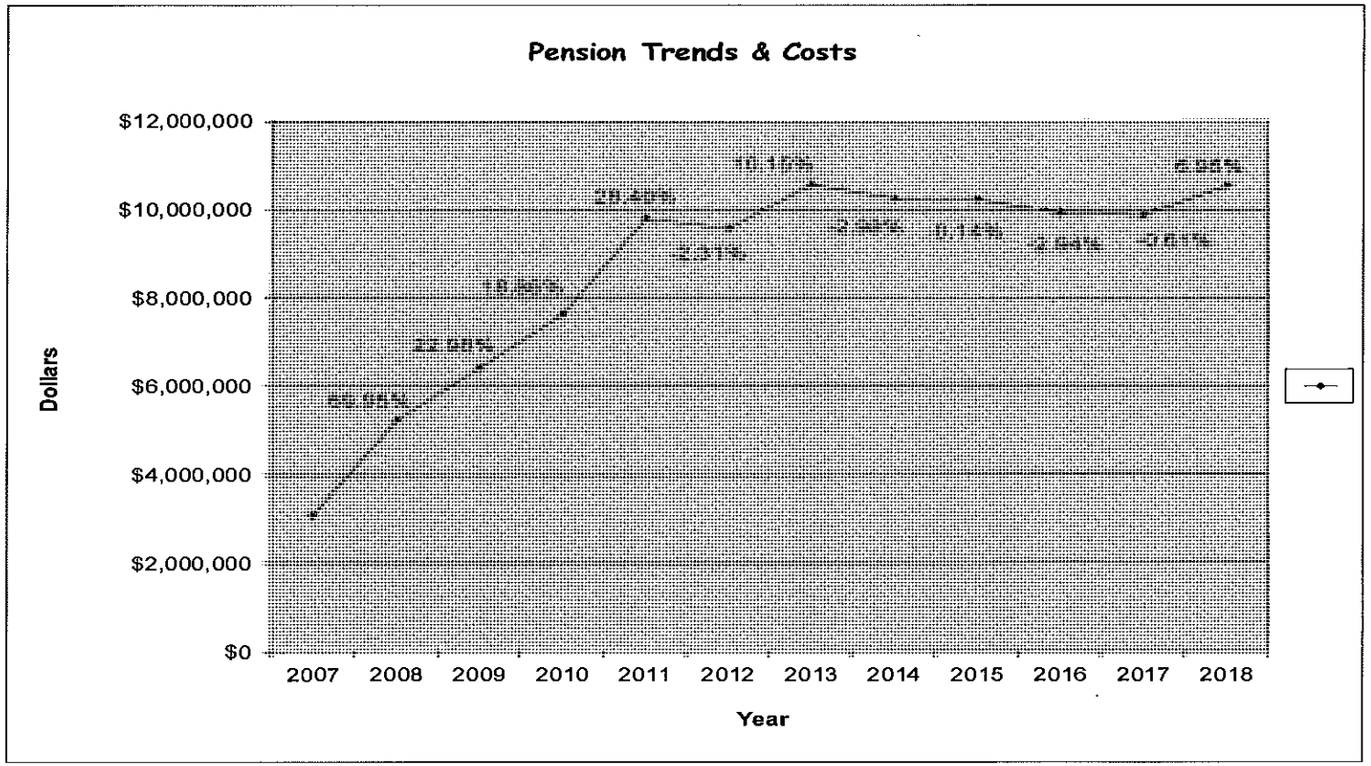
Other Insurance Trends

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
$3,000,000	$2,700,000	$2,800,000	$2,800,000	$2,800,000	$2,800,000	$3,000,000	$2,454,000	$2,595,000	$2,435,000	$2,375,000	$2,500,000
Percentage	-10.00%	3.70%	0.00%	0.00%	0.00%	7.14%	-18.20%	5.75%	-6.17%	-2.46%	5.26%



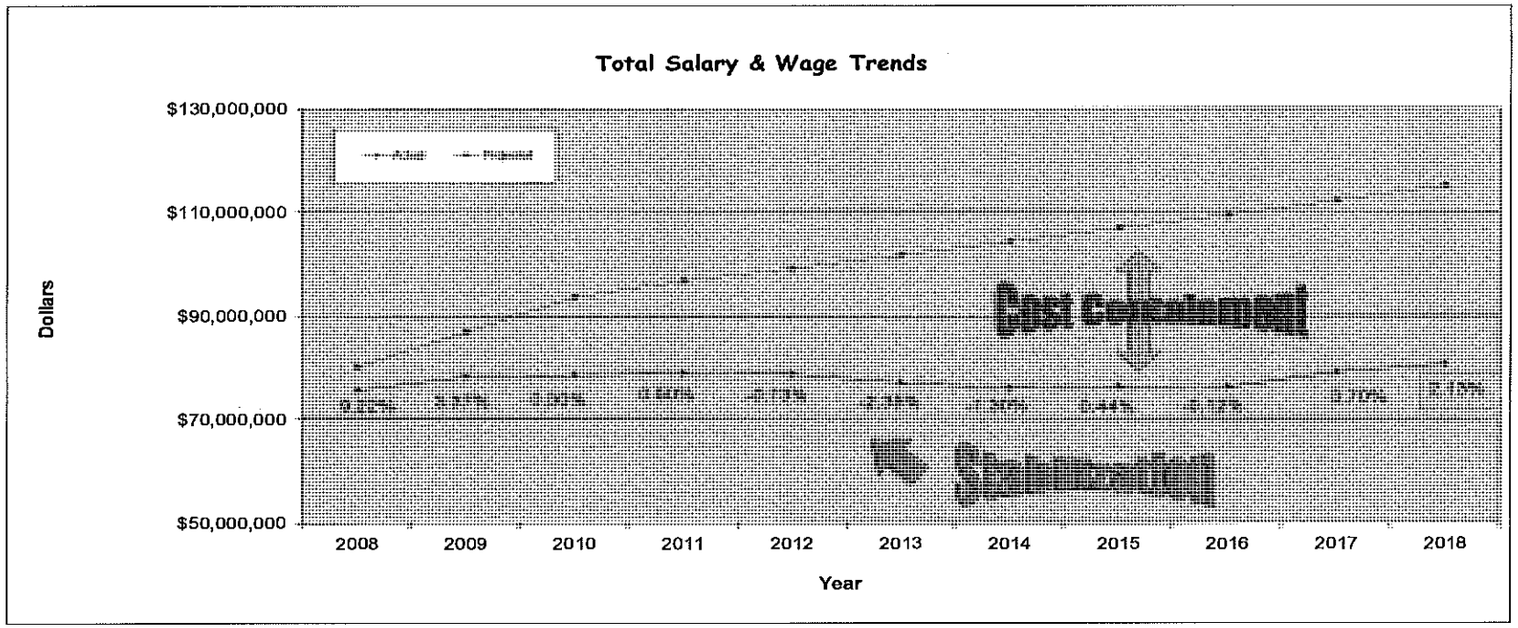
Pension Trends & Cost

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
$3,070,540	$5,218,387	$6,417,445	$7,627,577	$9,800,935	$9,574,074	$10,546,198	$10,231,995	$10,217,225	$9,916,457	$9,856,293	$10,541,663
Percentages	69.95%	22.98%	18.86%	28.49%	-2.31%	10.15%	-2.98%	-0.14%	-2.94%	-0.61%	6.95%



Total Salary & Wage Trends

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Actual	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Projected	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Percentages	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



NOTE: 2007 Social Services joined County Budget, 2008 EMS started, 2009 More EMS, 2010, 2011 & 2012 Tax Assessing which would increase overall salary and wages; however by attributing SAS positions and shared service initiatives contained these costs from growing at an average rate of 4.5% in '08 & '09; 4% in '10; and 2.5% in '11, '12, '13, '14, '15 & '16. Also, significant retirements and jail regionalization occurred. However, we have concluded a major attrition program and now are beginning to add more towns to EMS. Budget for more positions due to bail reform.

SALARIES AND WAGES
RECOMMENDED
2018

DEPARTMENT	REGULAR	PART-TIME REGULAR	SEASONAL REGULAR	UNIFORM ALLOWANCE	OVERTIME	ADDITIONAL CONTRACTUAL	NEW HIRES	TOTAL	GRANT	COUNTY GRAND TOTAL
100 Admin	$1,511,135	$0	$20,000	$0	$0	$3,000	$0	$1,534,135	$274,788	$1,259,347
110 Freeholders	$568,997	$0	$0	$0	$0	$0	$0	$568,997	$0	$568,997
120 Cty Clerk	$1,598,585	$104,346	$25,560	$0	$24,300	$7,350	$0	$1,760,141	$46,003	$1,714,138
121 Supt Elections	$862,369	$0	$25,000	$0	$35,000	$0	$0	$922,369	$136,203	$786,166
130 Treasurer	$754,225	$0	$0	$0	$3,500	$0	$0	$757,725	$22,278	$735,447
131 Purchasing	$455,406	$2,000	$0	$0	$0	$0	$0	$457,406	$50,000	$407,406
140 Info Tech	$1,211,234	$0	$0	$0	$40,000	$1,500	$0	$1,252,734	$48,168	$1,204,566
150 Bd of Tax	$56,219	$0	$4,750	$0	$5,500	$0	$0	$66,469	$0	$66,469
151 Cty Assessor	$1,305,868	$0	$15,000	$0	$70,000	$30,000	$0	$1,420,868	$0	$1,420,868
155 Legal	$1,287,047	$0	$0	$0	$0	$0	$0	$1,287,047	$27,240	$1,259,807
160 Surrogate	$617,904	$0	$0	$0	$0	$0	$0	$617,904	$0	$617,904
165 Engineering	$1,161,747	$0	$0	$2,400	$10,500	$0	$0	$1,174,647	$0	$1,174,647
170 Ec Develop	$1,435,402	$0	$0	$0	$0	$0	$0	$1,435,402	$1,425,402	$10,000
180 Planning	$444,940	$3,960	$0	$0	$0	$0	$0	$448,900	$200,000	$248,900
185 Const Bd	$51,377	$0	$0	$0	$0	$0	$0	$51,377	$0	$51,377
201 Cons Protect	$349,122	$0	$5,000	$0	$500	$1,500	$0	$356,122	$0	$356,122
250-001Emrg Resp	$8,805,928	$630,000	$0	$0	$771,500	$239,700	$0	$10,447,128	$55,000	$10,392,128
250-002 EMS	$6,522,731	$2,075,000	$0	$0	$603,000	$178,000	$0	$9,378,731	$0	$9,378,731
254 Med Exam	$351,326	$654,319	$0	$0	$0	$5,083	$0	$1,010,728	$0	$1,010,728
270 Sheriff	$8,780,768	$0	$0	$0	$613,680	$52,800	$0	$9,447,248	$324,714	$9,122,534
275 Prosecutor	$8,628,711	$67,000	$0	$0	$405,500	$29,100	$0	$9,130,311	$463,286	$8,667,025
280 Corrections	$5,172,241	$14,999	$0	$1,800	$221,000	$21,800	$0	$5,431,840	$71,946	$5,359,894
290 Highway	$2,590,447	$0	$0	$25,000	$125,000	$15,300	$0	$2,755,747	$0	$2,755,747
290-002 Mosquito	$157,061	$0	$0	$0	$25,000	$0	$0	$182,061	$0	$182,061
310 Bldgs & Grnd	$3,049,444	$58,342	$8,925	$37,200	$124,000	$18,592	$0	$3,296,503	$0	$3,296,503
315 Fleet Mngmt	$615,985	$0	$0	$0	$11,000	$1,000	$0	$627,985	$40,906	$587,079
330 Health Dept	$3,101,796	$387,598	$1,000	$1,464	$60,400	$0	$0	$3,552,258	$1,445,461	$2,106,797
331 Educ & Disab	$623,281	$0	$0	$0	$0	$300	$0	$623,581	$337,390	$286,191
332 Senior Serv	$1,002,318	$389,632	$32,000	$0	$0	$11,250	$0	$1,435,200	$684,342	$750,858
333-001 Hum Serv	$531,817	$0	$0	$0	$0	$0	$0	$531,817	$197,176	$334,641
333-002 Transp	$759,151	$404,394	$0	$600	$9,000	$300	$0	$1,173,445	$620,822	$552,623
334 Veterans	$332,599	$0	$0	$0	$2,200	$0	$0	$334,799	$0	$334,799
340 Animal Shelt	$1,761,315	$51,995	$46,215	$0	$94,900	$41,254	$0	$1,995,679	$0	$1,995,679
345 Social Serv	$9,681,886	$0	$0	$0	$75,000	$6,000	$0	$9,762,886	$0	$9,762,886
370 Parks & Rec	$1,495,514	$0	$59,926	$6,600	$57,500	$15,900	$0	$1,635,440	$569,387	$1,066,053
371 Golf Course	$619,950	$25,000	$116,500	$3,000	$36,500	$4,300	$0	$805,250	$441,932	$363,318
372 Land Pres	$422,831	$0	$0	$600	$4,000	$0	$0	$427,431	$427,431	$0
402 Supt Schools	$201,203	$46,000	$0	$0	$0	$8,000	$0	$255,203	$0	$255,203
403 Ext Services	$319,911	$0	$0	$0	$3,500	$0	$0	$323,411	$62,300	$261,111
TOTALS	$79,199,791	$4,914,585	$359,876	$78,664	$3,431,980	$692,029	$0	$88,676,925	$7,972,175	$80,704,750

SALARIES AND WAGES
REQUESTED
2018

DEPARTMENT	REGULAR	PART-TIME REGULAR	SEASONAL REGULAR	UNIFORM ALLOWANCE	OVERTIME	ADDITIONAL CONTRACTUAL	TOTAL	GRANT	COUNTY GRAND TOTAL
100 Admin	$1,511,135	$0	$20,000	$0	$0	$3,000	$1,534,135	$274,788	$1,259,347
110 Freeholders	$568,997	$0	$0	$0	$0	$0	$568,997	$0	$568,997
120 Cty Clerk	$1,598,585	$104,346	$25,560	$0	$24,300	$7,350	$1,760,141	$46,003	$1,714,138
121 Supt Elections	$862,369	$0	$26,959	$0	$35,000	$0	$924,328	$136,203	$788,125
130 Treasurer	$794,225	$0	$0	$0	$3,500	$0	$797,725	$22,278	$775,447
131 Purchasing	$465,406	$2,000	$0	$0	$0	$15,000	$482,406	$50,000	$432,406
140 Info Tech	$1,241,234	$0	$0	$0	$40,000	$16,500	$1,297,734	$48,168	$1,249,566
150 Bd of Tax	$56,219	$0	$15,000	$0	$5,500	$0	$76,719	$0	$76,719
151 Cty Assessor	$1,305,868	$0	$15,000	$0	$70,000	$30,000	$1,420,868	$0	$1,420,868
155 Legal	$1,307,047	$0	$0	$0	$0	$0	$1,307,047	$27,240	$1,279,807
160 Surrogate	$617,904	$0	$0	$0	$0	$0	$617,904	$0	$617,904
165 Engineering	$1,161,747	$10,000	$0	$2,400	$10,500	$0	$1,184,647	$0	$1,184,647
170 Ec Develop	$1,435,402	$0	$0	$0	$0	$0	$1,435,402	$1,425,402	$10,000
180 Planning	$444,940	$3,960	$0	$0	$0	$0	$448,900	$200,000	$248,900
185 Const Bd	$51,377	$0	$0	$0	$0	$0	$51,377	$0	$51,377
201 Cons Protect	$349,122	$0	$5,000	$0	$500	$1,500	$356,122	$0	$356,122
250-001Emrg Resp	$8,805,928	$736,500	$0	$0	$771,436	$237,656	$10,551,520	$55,000	$10,496,520
250-002 EMS	$6,522,731	$2,100,000	$0	$0	$602,707	$272,629	$9,498,067	$0	$9,498,067
254 Med Exam	$351,326	$654,319	$0	$0	$0	$5,083	$1,010,728	$0	$1,010,728
270 Sheriff	$8,790,768	$0	$0	$0	$610,020	$81,543	$9,482,331	$324,714	$9,157,617
275 Prosecutor	$8,628,711	$89,826	$0	$0	$406,000	$59,100	$9,183,637	$463,286	$8,720,351
280 Corrections	$5,172,241	$14,999	$0	$1,800	$221,000	$21,800	$5,431,840	$71,946	$5,359,894
290 Highway	$2,630,447	$0	$0	$27,000	$125,570	$15,300	$2,798,317	$570	$2,797,747
290-002 Mosquito	$157,061	$0	$0	$0	$25,000	$1,000	$183,061	$0	$183,061
310 Bldgs & Grnd	$3,049,444	$58,342	$8,925	$37,200	$124,000	$18,592	$3,296,503	$0	$3,296,503
315 Fleet Mngmt	$615,985	$0	$0	$0	$15,000	$2,200	$633,185	$40,906	$592,279
330 Health Dept	$3,101,796	$387,598	$1,000	$1,464	$60,400	$0	$3,552,258	$1,445,461	$2,106,797
331 Educ & Disab	$623,281	$0	$0	$0	$0	$300	$623,581	$337,390	$286,191
332 Senior Serv	$1,002,318	$389,632	$32,000	$0	$0	$11,250	$1,435,200	$684,342	$750,858
333-001 Hum Serv	$531,817	$0	$0	$0	$0	$0	$531,817	$197,176	$334,641
333-002 Transp	$759,151	$404,394	$0	$600	$11,200	$800	$1,176,145	$620,822	$555,323
334 Veterans	$332,599	$0	$0	$0	$2,200	$0	$334,799	$0	$334,799
340 Animal Shelt	$1,791,315	$51,995	$46,215	$0	$94,900	$54,085	$2,038,510	$0	$2,038,510
345 Social Serv	$9,681,886	$0	$0	$0	$75,000	$6,000	$9,762,886	$0	$9,762,886
370 Parks & Rec	$1,495,514	$0	$59,926	$6,600	$57,500	$15,900	$1,635,440	$569,387	$1,066,053
371 Golf Course	$619,950	$29,136	$116,500	$3,000	$37,500	$4,300	$810,386	$441,932	$368,454
372 Land Pres	$422,831	$0	$0	$600	$4,000	$0	$427,431	$427,431	$0
402 Supt Schools	$201,203	$46,000	$0	$0	$0	$8,000	$255,203	$0	$255,203
403 Ext Services	$319,911	$0	$0	$0	$3,500	$0	$323,411	$62,300	$261,111
TOTALS	$79,379,791	$5,083,047	$372,085	$80,664	$3,436,233	$888,888	$89,240,708	$7,972,745	$81,267,963

OVERTIME

2017 Actual/2018 Request

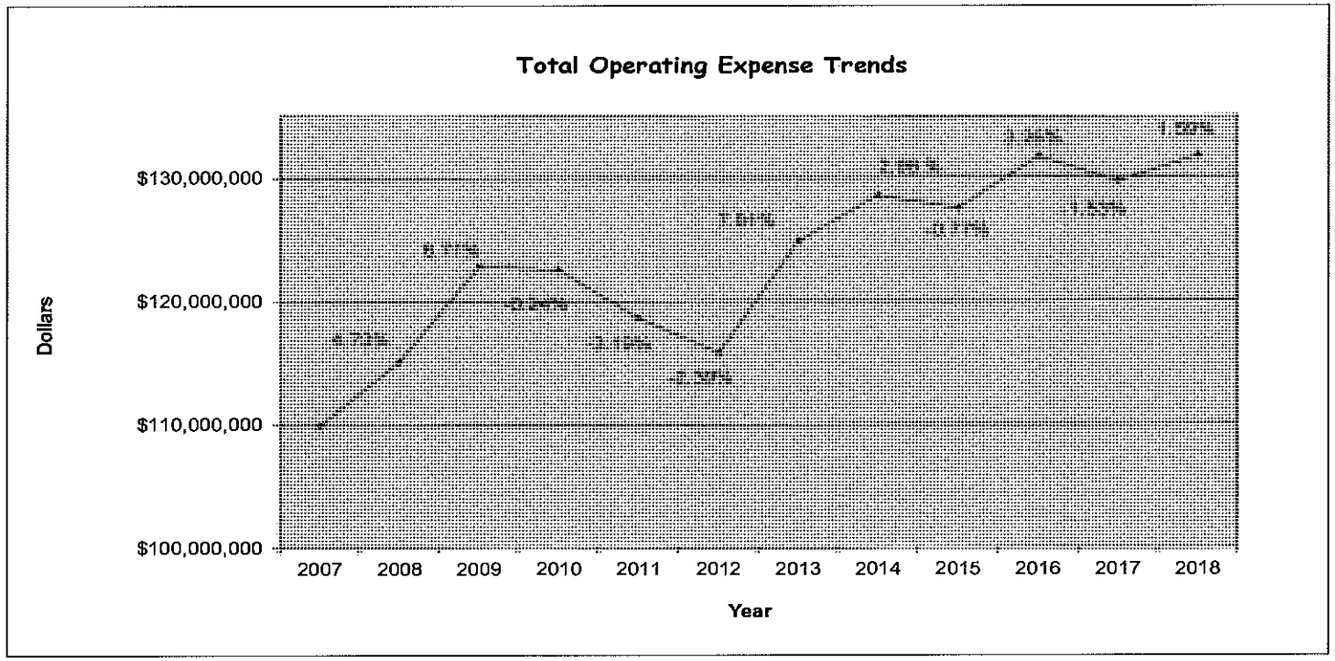
DEPARTMENT	2017 BUDGET	2017 ACTUAL	2018 REQUEST	2018 RECOMMENDED
County Clerk	$18,600	$21,921	$24,300	$24,300
Supt of Elections	$45,500	$40,105	$35,000	$35,000
Treasurer	$4,000	$346	$3,500	$3,500
Information Technology	$40,000	$17,575	$40,000	$40,000
Board of Taxation	$10,000	$1,923	$5,500	$5,500
County Assessor	$36,000	$37,073	$70,000	$70,000
Land Preservation *			$4,000	$0
Engineering	$8,000	$11,910	$10,500	$10,500
Consumer Protection	$500	$305	$500	$500
Emergency Response	$776,000	$743,669	$771,436	$771,500
EMS	$721,000	$572,353	$602,707	$603,000
Sheriff	$601,500	$519,409	$610,020	$613,680
Prosecutor	$396,000	$356,891	$406,000	$405,500
Corrections	$192,500	$210,671	$221,000	$221,000
Highway	$125,000	$108,303	$125,570	$125,000
Highway/Mosquito	$25,000	$25,139	$25,000	$25,000
Buildings & Grounds	$129,000	$91,020	$124,000	$124,000
Fleet Management	$11,000	$13,986	$15,000	$11,000
Health Department	$32,600	$37,252	$60,400	$60,400
Transportation Services	$4,500	$6,500	$11,200	$9,000
Veterans	$2,200	$1,026	$2,200	$2,200
Animal Shelter	$75,000	$118,934	$94,900	$94,900
Social Services	$150,000	$12,103	$75,000	$75,000
Parks & Recreation	$13,500	$11,785	$57,500	$57,500
Golf Course	$12,000	$9,016	$37,500	$36,500
Extension Services	$3,500	$3,549	$3,500	$3,500
TOTAL	$3,432,900	$2,972,764	$3,436,233	$3,427,980

Does not include grant funds

* Paid from trust

Total Operating Expense Trends

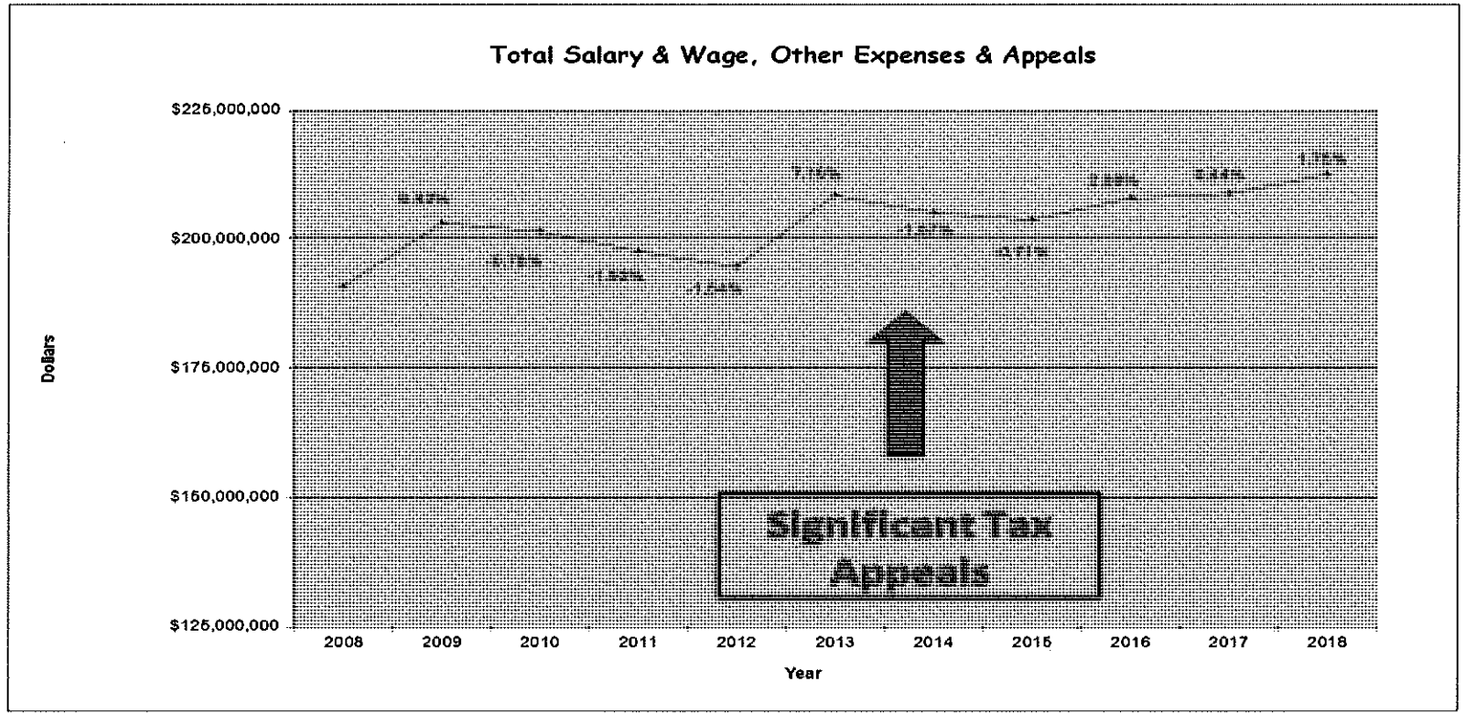
2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
$109,892,000	$115,088,000	$122,807,000	$122,516,000	$118,612,000	$115,782,000	$124,830,000	$128,552,000	$127,567,063	$131,725,879	$129,713,664	$131,779,093
Percentages	4.73%	6.71%	-0.24%	-3.19%	-2.39%	7.81%	2.98%	-0.77%	3.26%	-1.53%	1.59%



NOTE: 2007 Social Services joined County Budget, 2008 EMS started and ramped up in 2009 - 2011, Pension Increases in 2010, 2011, 2012 and 2013. Tax Assessing Pilot has been fully integrated, also in 2013 the county finalized regionalized corrections.

Total Salary & Wage, Other Expenses & Appeals

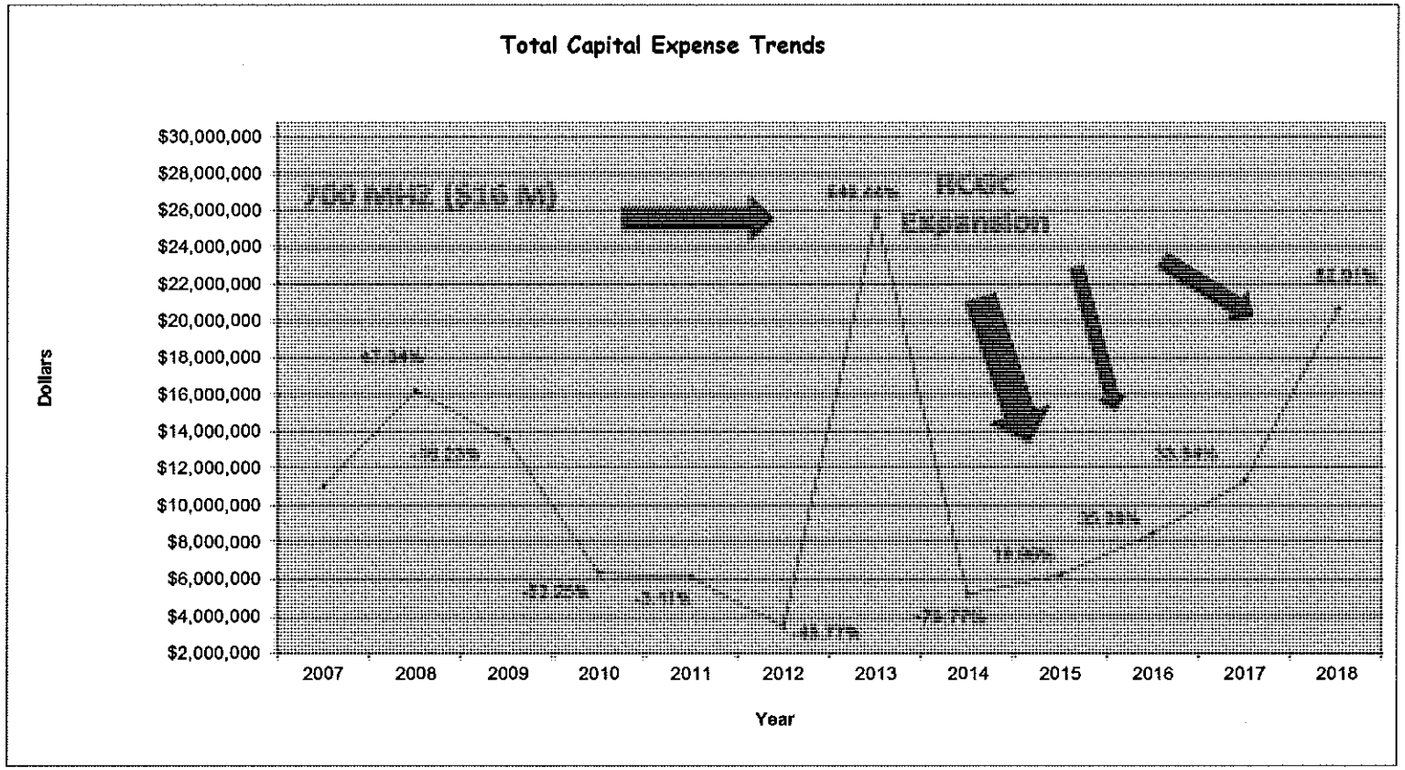
2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
$190,824,000	$203,092,000	$201,505,000	$197,630,000	$194,593,000	$208,412,000	$205,145,310	$203,697,235	$207,926,770	$208,834,677	$212,483,843
Percentages	6.43%	-0.78%	-1.92%	-1.54%	7.10%	-1.57%	-0.71%	2.08%	0.44%	1.75%



CAPITAL BUDGET SECTION

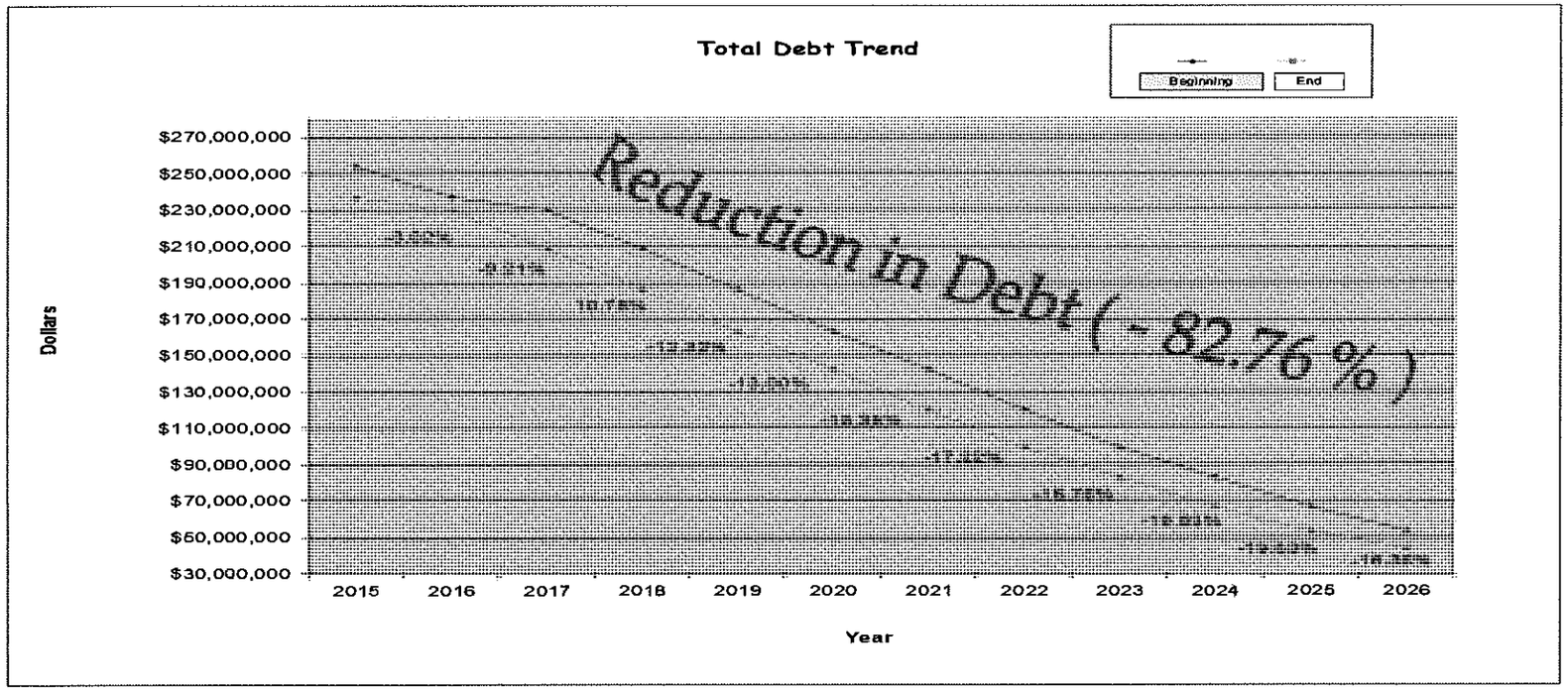
Total Capital Expense Trends

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
$11,004,000	$16,213,000	$13,581,000	$6,348,500	$6,151,000	$3,443,000	$25,700,000	$5,200,000	$6,238,000	$8,445,143	$11,277,285	$20,627,816
Percentages	47.34%	-16.23%	-53.25%	-3.11%	-45.77%	646.44%	-79.77%	19.96%	35.38%	33.54%	82.91%



Total Debt Trend

2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
$254,137,000	$237,010,500	$229,844,000	$208,679,000	$186,242,000	$163,289,000	$142,054,000	$120,239,000	$99,539,000	$82,859,000	$66,679,000	$53,659,000
$237,010,500	$229,844,000	$208,679,000	$186,242,000	$163,289,000	$142,054,000	$120,239,000	$99,539,000	$82,859,000	$66,679,000	$53,659,000	$43,809,000
Percentages	-3.02%	-9.21%	-10.75%	-12.32%	-13.00%	-15.36%	-17.22%	-16.76%	-19.63%	-19.53%	-18.36%



$210,328,000 REDUCTION IN DEBT

CAPITAL PURCHASES REQUESTS SUMMARY SHEET - FOR 2018 BUDGET

	REQUESTS 2018		APPROVED 2017	
Furniture	$40,871		$15,036	
Data Processing	$203,111		$187,449	
Comm Eq	$20,000		$23,000	
Other Eq	$221,366		$378,382	
Other	$68,750		$25,500	
Heavy Equipt	$628,500	Thru Capital Projects/Banding	$812,200	Thru Capital Projects/Bonding
Motar Pool/Fleet	$754,848		$733,066	
	$1,937,446		$2,174,633	

	$554,098	Operating	[illegible]	Operating
	$754,848	Fleet	[illegible]	Fleet
	$628,500	Thru Capital Projects	[illegible]	Thru Capital Projects
Proof	$1,937,446		[illegible]	
Thru Operating	$1,308,946		$1,362,433	($53,487) Decrease over 2017

CAPITAL PROJECT REQUESTS - 2018 DESCRIPTION	Remaining From Prev. Years	2018	2019	2020	2021	2022	2023	TOTAL CAPITAL
LAND/PARKS								
TOTAL	$156,631	$242,500	$437,500	$479,000	$742,000	$60,000	$450,000	$2,411,000
BUILDINGS/NEW								
TOTAL	$388	$0	$0	$0	$0	$0	$0	$0
BUILDINGS/RECONSTRUCTION								
TOTAL	$1,154,628	$2,924,631	$1,433,900	$1,858,900	$555,000	$530,000	$290,000	$7,592,431
HIGHWAYS/REBUILT								
TOTAL	$7,423,656	$10,757,862	$13,107,862	$13,097,862	$13,117,862	$13,097,862	$13,117,862	$76,297,172
INTERSECTIONS								
TOTAL	$1,032,938	$800,000	$800,000	$800,000	$800,000	$800,000	$800,000	$4,800,000
DRAINAGE								
TOTAL	$114,799	$0	$0	$0	$0	$0	$0	$0
BRIDGES & DAMS								
TOTAL	$311,538	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$7,800,000
GUIDE RAILS								
TOTAL	$149,928	$0	$50,000	$0	$50,000	$0	$0	$100,000
COMPUTER AND PHONE EQUIPMENT								
TOTAL	$184,229	$1,369,754	$5,121,254	$239,754	$159,754	$159,754	$168,000	$7,218,270
COMMUNICATION EQUIPMENT								
TOTAL	$138,893	$372,000	$577,000	$1,760,700	$1,205,000	$210,000	$1,045,000	$5,169,700
EMS EQUIPMENT								
TOTAL	$159,453	$699,000	$1,036,000	$609,000	$395,000	$345,000	$345,000	$3,429,000
MISCELLANEOUS								
TOTAL	$779,649	$4,028,500	$360,000	$610,000	$360,000	$365,000	$615,000	$6,338,500
SUBTOTAL	$11,606,739	$22,494,247	$24,223,516	$20,755,216	$18,684,616	$16,867,616	$18,130,862	$121,156,073
Less Grant	$2,958,610	$10,422,862	$11,622,862	$11,622,862	$11,622,862	$11,622,862	$11,622,862	**$68,537,172**
TOTAL	$8,648,120	**$12,071,385**	$12,600,654	$9,132,354	$7,061,754	$5,244,754	$6,508,000	$52,618,901
Est RCGC Expansion		$ 9,000,000.00						
		$21,071,385						

MINUTES

6:30 p.m. Wednesday, February 21, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director Chila	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder DiMarco	X	
Freeholder Jefferson	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from February 7, 2018

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51030 Proclamation recognizing Kennedy Health & Wellness - Mullica Hill on its Grand Opening and Ribbon Cutting 2/15/18 (previously presented) (Simmons)

51030A Proclamation recognizing Float Haven Health Spa on its Grand Opening and Ribbon Cutting-2/18/18 (previously presented) (Simmons)

PUBLIC HEARING AND ADOPTION

51031 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

This Resolution will allow the County to use 3.5% in calculating its budget cap and allow the County to "bank" or use in future years any amounts not needed in 2018. This was introduced at the February 7, 2018 Freeholder Meeting.

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

INTRODUCTION OF 2018 BUDGET

51032 RESOLUTION FOR THE INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR THE FISCAL YEAR 2018.

This Resolution introduces the 2018 County budget, and schedules a public hearing at the March 21, 2018 Freeholder meeting.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

INTRODUCTION

51033 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

A public hearing will be scheduled at the March 21, 2018 Freeholder meeting on this ordinance.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
FREEHOLDER CHILA

51034 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		18-00494, 18-00495; 17-07426
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51035 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM FEBRUARY 4, 2018 TO FEBRUARY 3, 2019 FOR $26,000.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51036 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2017 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51037 RESOLUTION SUPPORTING NEW JERSEY ASSEMBLY BILL A-135 (SENATE BILL 3490), ESTABLISHING FIRE SAFETY STANDARDS AND BUILDING CODES FOR CERTAIN LIGHT FRAME RESIDENTIAL CONSTRUCTION.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY, VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

51038 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2018 TO FEBRUARY 28, 2019, IN AN AMOUNT NOT TO EXCEED $49,000.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51039 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SIMULAIDS, INC., FOR $30,995.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51040 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF BUENA RELATED TO DISPATCH SERVICES INCLUDING POLICE, FIRE, AND EMS SERVICES.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

DEPARTMENT OF EDUCATION — **FREEHOLDER BARNES**, **FREEHOLDER JEFFERSON**

DEPARTMENT OF PARKS & LAND PRESERVATION — **FREEHOLDER DIMARCO**, **FREEHOLDER CHILA**

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES — **FREEHOLDER CHRISTY**, **FREEHOLDER DIMARCO**

51041 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATED TRAINING SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR $171,500.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy	X		X		
Freeholder DiMarco		X	X		
Freeholder Jefferson			X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES — **FREEHOLDER JEFFERSON**, **FREEHOLDER BARNES**

51042 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51043 RESOLUTION AUTHORIZING HUMAN SERVICES CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2020

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Time: 6:45

Gloucester County
Board of Chosen Freeholders
Proclamation

~ HONORING ~

KINGSWAY LEARNING CENTER AND SERVICES
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD, NON-PROFIT OF THE YEAR, 2018

WHEREAS, *it is the desire of the Gloucester County Board of Chosen Freeholders to recognize* ***Kingsway Learning Center and Services*** *for being named the* ***Gloucester County Chamber of Commerce Community Service Non-Profit of the Year, 2018;*** *and*

WHEREAS, Kingsway Learning Center and Services *is a non-profit organization founded in 1966 to support children with learning disabilities, providing alternative educational environments that allow children to grow and learn within their individual capabilities. They currently serve more than 250 individuals with disabilities in Gloucester County and the surrounding region, providing a broad spectrum of programs for both children and adults. They also conduct training for parents and service providers of children with disabilities, utilizing their core values of relationships, communication, excellence, individuality and advocacy; and*

WHEREAS, Kingsway Learning Center *has formed partnerships with more than two dozen local businesses and recreational facilities that offer community-based instruction for students throughout Gloucester County. They provide a comprehensive array of academic and therapeutic services facilitating each student's transition to an active post-secondary life, including preparation for the workforce and use of public transportation. Partnered with learning institutions, they also deliver assistance to children and adults outside the school day, providing speech, physical and occupational evaluations and therapy, assistive technology evaluations, job coaching and respite care.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize* ***Kingsway Learning Center and Services*** *on being named* ***Gloucester County Chamber of Commerce Community Service Award Non-Profit of the Year, 2018.***

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST: Laurie J. Burns, Clerk of the Board

Gloucester County
Board of Chosen Freeholders
Proclamation

~HONORING~

SHARI HULITT

GLOUCESTER COUNTY CHAMBER OF COMMERCE

COMMUNITY SERVICE AWARD - SMALL BUSINESS PERSON OF THE YEAR, 2018

WHEREAS, *It is the desire of the Gloucester County Board of Chosen Freeholders to honor* ***Shari Hulitt*** *as the recipient of the* ***Gloucester County Chamber of Commerce Community Service Award, Small Business Person of the Year,*** *2018; and*

WHEREAS, Hulitt *is a resident of Pitman, NJ and is the founder, managing partner and CEO of Sharplink Staffing, LLC, a South Jersey-based staffing firm specializing in the fulfillment of light industrial, accounting, administrative, legal and professional roles.* ***Hulitt*** *has established the internal infrastructure, hired, trained and retained recruiters for the successful placement of candidates for a variety of clients in Gloucester County, realizing a 117% growth in her small business each year since 2015, staying true to her mission to help people who need it most; and*

WHEREAS, Hulitt *takes community service to the next level by dedicating her personal time as a board member for Kids Caring Foundation and Chair of their Youth Advisory Council, Youth Voice. She is a founding member of the Pitman Senior Outreach Committee and serves as Vice Chair on the Pitman Economic Development Committee, where she played an integral role in planning the Pitman Potter Festival. She also commits her time to other organizations including Pop's Dream, ARC Gloucester County and Big Brothers/Big Sisters and is a Premier Member of the Pitman Gallery and Art Center; and*

WHEREAS, Hulitt *resides in Pitman with husband Daryl and their four children.* ***Hulitt*** *was named one of South Jersey's top CEOs & CFOs by South Jersey Biz Magazine, and in 2017 was appointed to the leadership of Women in Bio-Philadelphia Chapter, promoting women's leadership and career developments in life science.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize* ***Shari Hulitt*** *for being named* ***Gloucester County Chamber of Commerce Small Business Person of the Year,*** *2018.*

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:
Laurie J. Burns, Clerk of the Board

Gloucester County
Board of Chosen Freeholders
Proclamation

~HONORING~

GREGORY DAVIS

GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD - CITIZEN OF THE YEAR, 2018

WHEREAS, *It is the desire of the Gloucester County Board of Chosen Freeholders to honor* ***Gregory Davis*** *on being named* ***Gloucester County Chamber of Commerce Citizen of the Year, 2018;*** *and*

WHEREAS, Gregory Davis *began his career at Valero in 2004, moving on to Paulsboro Refining Company. He has 24 years of refining experience as a chemical engineer with a diverse background including technical service, process design, control systems, economics and planning and operations supervision.* ***Davis*** *has consistently participated in the United Way of Gloucester County campaign at PBF Energy and has encouraged his colleagues to get involved; and*

WHEREAS, Davis *lives by the words time, talent and treasure, and his passion for giving back to his community is readily apparent through his dedication to the Volunteer Center of South Jersey (VCSJ). He has served on the Board of Directors for 12 years and leads the effort to secure sponsorships for their activities. He heads the Board Development Committee, serving as a mentor to colleagues who share his passion to serve or contribute.* ***Davis*** *was the originator of the Volunteer Center's Annual Spirit of the Community event which has grown over the past seven years from a handful of volunteers in attendance to the largest volunteer recognition event in the State of New Jersey; and*

WHEREAS, Davis *spearheaded the Scholarship Award for Volunteer Excellence (SAVE), which he believes will promote the work the Center does and encourage students to engage in community service. His ability to communicate with sponsors and raise awareness about the VCSJ mission has broadened the VCSJ's reach to the South Jersey region.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize* ***Gregory Davis*** *for being named* ***Gloucester County Chamber of Commerce Citizen of the Year, 2018.***

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:
Laurie J. Burns, Clerk of the Board

Gloucester County
Board of Chosen Freeholders
Proclamation

~HONORING~

DANIEL SULPIZIO

GLOUCESTER COUNTY CHAMBER OF COMMERCE

COMMUNITY SERVICE AWARD - BUSINESS PERSON OF THE YEAR, 2018

WHEREAS, *it is the desire of the Gloucester County Board of Chosen Freeholders to honor* ***Daniel Sulpizio*** *on being named* ***Gloucester County Chamber of Commerce Business Person of the Year, 2018;*** *and*

WHEREAS, Daniel Sulpizio *is the Senior Vice President and Director of Retail Banking for Parke Bank and has been a champion of their commitment to the communities it serves by supporting veteran organizations, scholarship programs and seniors; and*

WHEREAS, Sulpizio *serves as President of the Board of Gloucester County Habitat for Humanity, a non-profit that provides safe, affordable housing to qualified partner families in the county. He promotes the "How to Do Your Banking" program in four local high schools and does speaking engagements at many schools teaching life skills and the importance of establishing and using credit.* ***Sulpizio*** *leads the Parke Bank Holiday Giving Program that donates gift baskets and gift certificates to those in need, particularly the Glassboro VFW veterans, and in 2017* ***Sulpizio*** *was selected to serve a one-year commitment as Honorary Commander at Joint Base MDL as part of the 32nd Air Refueling Squad; and*

WHEREAS, Sulpizio *has received numerous awards and was recognized as one of the 2017 Men of the Year by South Jersey Magazine. In 2017, he was appointed to the Gloucester County Workforce Development Board, serving on the Youth Development Council and is a member of the Gloucester County Elder Protection Committee. He also serves as a board member of the Citizens Crime Commission of Philadelphia and is President of the South Jersey Bankers Security Administration.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize* ***Daniel Sulpizio*** *for being named* ***Gloucester County Chamber of Commerce Business Person of the Year, 2018.***

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:
Laurie J. Burns, Clerk of the Bo

Gloucester County
Board of Chosen Freeholders
Proclamation

~HONORING~
RENEE GARRISON
GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD - CHAMBER MEMBER OF THE YEAR, 2018

WHEREAS, *it is the desire of the Gloucester County Board of Chosen Freeholders to honor* ***Renee Garrison*** *on being named* ***Gloucester County Chamber of Commerce Chamber Member of the Year,*** *2018; and*

WHEREAS, Renee Garrison *is the General Manager of Adams Technical Maintenance Services Company where she makes a positive impact by treating each client with care and compassion, keeping open lines of communication and delivering on services; and*

WHEREAS, Renee Garrison *excels in her tenacious dedication to the Gloucester County Chamber, most recently serving as co-chair of the Ambassador Committee. Her role is to welcome and guide new members of the chamber with empathy and respect.* ***Garrison*** *has a reputation among her chamber colleagues for getting the job done, and is a highly respected and deeply valued member of the organization; and*

WHEREAS, Renee Garrison *treats everyone like a part of her family and truly aspires to help people every day in many ways. We commend* ***Renee Garrison*** *for her effort and ambition and congratulate her on her award from the Gloucester County Chamber of Commerce.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize* ***Renee Garrison*** *for being named* ***Gloucester County Chamber of Commerce - Chamber Member of the Year,*** *2018.*

IN WITNESS WHEREOF, *the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of February, 2018.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:
Laurie J. Burns, Clerk of the Board

Gloucester County
Board of Chosen Freeholders
Proclamation

~PROCLAIMING~

ENGINEER'S WEEK

IN THE

COUNTY OF GLOUCESTER

FEBRUARY 18-24, 2018

***WHEREAS, Engineer's Week** is dedicated to increasing the understanding and importance of engineering and the innovations that engineers bring to the world; and*

***WHEREAS,** engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and*

***WHEREAS,** facing the major technological challenges of our time, engineers rebuild towns devastated by natural disaster, clean up the environment, assure safe, clean sources of energy, and design information systems to support our population into the future; and*

***WHEREAS, Engineer's Week** promotes recognition among parents, teachers and students of the importance of a highly technical education integrating math, science and technology and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and*

***WHEREAS,** we will look forward to the important efforts of engineers to meet the challenges of the 21st century and improve the quality of life for people throughout Gloucester County.*

***NOW, THEREFORE, BE IT PROCLAIMED,** that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim February 18h through February 24th, 2018 as **Engineer's Week** in Gloucester County.*

***IN WITNESS WHEREOF,** the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of February, 2018.*

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

ATTEST:

Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of

Ryan Mailley

Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Ryan Mailley** on his achievements as a member of the Boy Scouts of America, Troop 295; and

WHEREAS, Ryan joined the West Deptford Cub Scouts Pack 295 in first grade and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, earning the Cub Scout Arrow of Light. He crossed over into West Deptford Boy Scouts Troop 295, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On January 19, 2017, **Scott** distinguished himself by earning the ***"Rank of Eagle Scout"***, the highest award offered by the Boy Scouts of America; and

WHEREAS, Ryan earned 29 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Patrol Leader, Instructor and Webmaster; and

WHEREAS, Ryan performed over 50 hours of community service, camped over 95 nights and hiked 150 miles with his troop. **Ryan**'s special achievements include Firem'n Chit and Totin'Chip; and

WHEREAS, Ryan exhibited his commitment to public service by selecting as his Eagle Scout project the restoration of the park/playground on Cleveland and Wilson Avenue in West Deptford, New Jersey. He supervised members of his troop, family and friends in November 2016, over two weekends to clean the park and repair, paint and replace playground equipment. Ryan made the park safer by laying down mulch under the playground equipment and beautifying the area with plants and flowers; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **do hereby honor and recognize Ryan Mailley for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 295.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 25th day of February, 2018.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest:
Laurie J. Burns
Clerk of the Board

RESOLUTION ELECTING N.J.S.A. 40A:4-45.4 (the "1977 CAP") TO DETERMINE THE 2018 COUNTY TAX LEVY

WHEREAS, N.J.S.A. 40A:4-45.45 limits the amount to be raised by county taxes to the lower of the amount required by N.J.S.A. 40A:4-45.4 (the "1977 CAP") or N.J.S.A. 40A:4-45.45 (the "2010 CAP"); and

WHEREAS, in the event the 1977 CAP and the 2010 CAP yield an equal limitation on the amount to be raised by county taxes, the Board of Chosen Freeholders must elect the Statute on which the amount to be raised by county taxes will be calculated; and

WHEREAS, the 2018 budget of the County of Gloucester, New Jersey, yields an equal amount to be raised by county taxes when calculated under the 1977 CAP and the 2010 CAP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby elects N.J.S.A. 40A:4-45.4 (the "1977 CAP") to determine the amount to be raised by county taxes in its 2018 budget and to have the ability to carry forward any unused bank.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE BURNS, CLERK OF THE BOARD

Resolution to Adopt 2018 Gloucester County Budget

Be it Resolved by the Board of Chosen Freeholders of the County of Gloucester that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of $170,000,000.00 dollars for the county to be raised by taxation and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

General Revenues:

Surplus Anticipated	$ 2,685,000.00
Miscellaneous revenues Anticipated	$ 44,651,725.00
Amount to be Raised by Taxation	$170,000,000.00

Total General Revenues *$217,336,725.00*

General Appropriations:

Operations including Contingent	$165,580,334.00
Capital Improvements	$ 999,098.00
County Debt Service	$ 34,613,946.00
Deferred Charges & Statutory Expenditures	$ 16,143,347.00

Total General Appropriations *$217,336,725.00*

ROLL CALL VOTE

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is $31,494,247;

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $20,627,816; and

(c) a down payment in the amount of $443,569 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of $20,627,816, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of $443,569, which amount represents the required down payment, together with state and federal grants in the amount of $10,422,862, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed $20,627,816 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed $20,627,816 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of $6,250,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	$3,200,000	$0	$0	$3,200,000	20 years
B.	Construction of New Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	9,000,000	0	0	9,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	242,500	12,125	0	230,375	15 years
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	3,124,631	156,231	0	2,968,400	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,757,862	116,750	8,422,862	2,218,250	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	800,000	5,000	700,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,300,000	0	1,300,000	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,369,754	68,488	0	1,301,266	5 years

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	372,000	18,600	0	353,400	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	699,000	34,950	0	664,050	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	628,500	31,425	0	597,075	15 years
	TOTAL	**$31,494,247**	**$443,569**	**$10,422,862**	**$20,627,816**	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 20.83 years (20.00 years for Section 7A, and 20.98 years for Sections 7B through 7K).

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by $20,627,816 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: **February 21, 2018**

Date of Final Adoption: **March 28, 2018**

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on February 21, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on March 28, 2018 at 6:30 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	$3,200,000	$0	$0	$3,200,000	20 years
B.	Construction of New Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	9,000,000	0	0	9,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	242,500	12,125	0	230,375	15 years

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	3,124,631	156,231	0	2,968,400	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,757,862	116,750	8,422,862	2,218,250	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	800,000	5,000	700,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,300,000	0	1,300,000	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,369,754	68,488	0	1,301,266	5 years
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	372,000	18,600	0	353,400	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	699,000	34,950	0	664,050	10 years

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	628,500	31,425	0	597,075	15 years
	TOTAL	**$31,494,247**	**$443,569**	**$10,422,862**	**$20,627,816**	

Appropriation:	$31,494,247
Bonds/Notes Authorized:	$20,627,816
Grants (if any) Appropriated:	$10,422,862
Section 20 Costs:	$6,250,000
Useful Life:	20.83 years

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey on March 28, 2018 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the County Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	$3,200,000	$0	$0	$3,200,000	20 years
B.	Construction of New Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	9,000,000	0	0	9,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	242,500	12,125	0	230,375	15 years

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	3,124,631	156,231	0	2,968,400	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,757,862	116,750	8,422,862	2,218,250	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	800,000	5,000	700,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,300,000	0	1,300,000	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,369,754	68,488	0	1,301,266	5 years
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	372,000	18,600	0	353,400	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	699,000	34,950	0	664,050	10 years

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants	Amount of Obligations	Period of Usefulness
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	628,500	31,425	0	597,075	15 years
	TOTAL	**$31,494,247**	**$443,569**	**$10,422,862**	**$20,627,816**	

Appropriation:	$31,494,247
Bonds/Notes Authorized:	$20,627,816
Grants (if any) Appropriated:	$10,422,862
Section 20 Costs:	$6,250,000
Useful Life:	20.83 years

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

This Notice is published pursuant to N.J.S.A. 40A:2-17.

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. ___

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2018) AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A.* 40:37A-44 *et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, on July 8, 1992, the Authority adopted a resolution entitled, "RESOLUTION AUTHORIZING THE ISSUANCE OF SOLID WASTE REVENUE BONDS (LANDFILL PROJECT) OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY", as amended and supplemented to date (as amended and supplemented, the "General Bond Resolution"), pursuant to which the Authority, among other things, issued multiple series of its Bonds (as defined in the General Bond Resolution) to finance, among other things, the expansion of and improvements to the Gloucester County Solid Waste Complex ("Complex"), located in the Township of South Harrison (collectively, the "Prior Bonds"); and

WHEREAS, punctual payment, when due, of the principal of and interest on the Prior Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on April 24, 1985, as amended and supplemented to date in connection with the issuance of each series of the Prior Bonds (as amended and supplemented, the "Original Guaranty Ordinance"); and

WHEREAS, the Authority desires to authorize the issuance of: (i) its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2018), in the aggregate principal amount of not-to-exceed $10,500,000 ("2018 Bonds") pursuant to the General Bond Resolution, as amended and supplemented to date and as further amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009, FEBRUARY 16, 2012, MARCH 20, 2014, MAY 19, 2016 AND FEBRUARY 16, 2017: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO $10,500,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2018); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR OR ACTING EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Eighth Supplemental Resolution" and together with the General Bond Resolution, as heretofore amended and supplemented, the "Bond Resolution"); and (ii) if necessary, a short term Solid Waste Construction Loan Note in the principal amount of not-to-exceed $10,500,000 ("Notes") pursuant to a stand-alone Subordinate Note Resolution ("Note Resolution") of the Authority, to finance a

capital improvement program consisting of: (a) the design and construction of a new solid waste landfill Cell 14 at the Complex; and (b) the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("2018 Project"); and

WHEREAS, in order to induce the prospective purchasers of the 2018 Bonds or Notes to purchase the 2018 Bonds and Notes and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A.* 40:37A-80), to further amend the Original Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2018 Bonds and Notes, provided that such 2018 Bonds and Notes, in aggregate, shall not exceed $10,500,000, as further described herein (the Original Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. This Guaranty Ordinance shall be adopted by the Board of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A.* 40A:2-1 *et seq.*) ("Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2018 Bonds and the Notes in a total aggregate principal amount not-to-exceed $10,500,000, which 2018 Bonds and Notes are to be issued for the purpose of financing the costs of the 2018 Project as defined and further described in the preambles hereof, such 2018 Bonds and Notes to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Eighth Supplemental Resolution or a Subordinate Note Resolution authorizing the issuance of the 2018 Bonds and Notes, respectively, and consistent with the provisions of the Act. The term "2018 Bonds" shall include all 2018 Bonds issued for or with respect to the 2018 Project or any bonds issued to refund the 2018 Bonds originally issued for the 2018 Project; provided, however, the total principal amount of 2018 Bonds and Notes outstanding and entitled to the benefits of this ordinance shall not exceed $10,500,000. Any 2018 Bonds or Notes which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented, including by the Eighth Supplemental Resolution authorizing the issuance of the 2018 Bonds, or the Note Resolution, respectively, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2018 Bonds and Notes referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2018 Bonds and Notes in the same manner and to the same extent as in the case of bonds or notes issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2018 Bonds and Notes, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each of the 2018 Bonds and Notes, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within [Bond][Note] is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, if not available from Revenues of The Gloucester County Improvement Authority, of the principal of and interest on this [Bond][Note].

IN WITNESS WHEREOF, the County of Gloucester, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF GLOUCESTER, NEW JERSEY

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ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Section 5. The Freeholder-Director of the Board and County Administrator are each hereby authorized to enter into, execute and deliver in the name of the County and on its behalf, a Guaranty Agreement ("Guaranty Agreement") setting forth such matters with respect to the guaranty authorized by this Guaranty Ordinance as the Freeholder-Director of the Board or County Administrator (after consultation with counsel to the County) deems appropriate, and the Clerk of the Board and Deputy Clerk of the Board are each authorized to attest to the signature of the Freeholder-Director of the Board or County Administrator and to affix the seal of the County to the Guaranty Agreement.

Section 6. It is hereby found, determined and declared by the Board that:

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2018 Bonds and Notes outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed $10,500,000, shall, after the issuance of such 2018 Bonds and Notes, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2018 Bonds and Notes entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2018 Bonds and Notes until the end of the fiscal year beginning next after the completion of the 2018 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the 2018 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2018 Bonds and Notes issued to finance the costs of the 2018 Project or as otherwise provided by law.

Section 7. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of 2018 Bonds and Notes which are hereby and hereunder guaranteed to be outstanding at any one time as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2018 Project to be financed in accordance with the transaction contemplated hereby is, $10,500,000.

(b) The purposes described in this Guaranty Ordinance are not current expenses of the County and no part of the costs thereof have been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by $10,500,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2018 Bonds and Notes.

Section 8. The County Administrator and/or County Treasurer and any designees thereof (each an "Authorized Officer") are each hereby authorized and directed, to the extent necessary or desirable, to negotiate on behalf of the County with the Executive Director and/or the Acting Executive Director of the Authority and any designees thereof, the amount of all direct and indirect costs of the County arising from or relating to the issuance of this County Guaranty, including but not limited to the County Guaranty fee and counsel fees, to be charged by the County in such aggregate amount as the Authorized Officer deems appropriate.

Section 9. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 10. This Guaranty Ordinance shall take effect at the time and in the manner provided by the Local Bond Law and other applicable law; provided, however, that in no event shall this Guaranty Ordinance become effective until such date as the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of *N.J.S.A.* 40A:5A-7.

Date of Introduction: **February 7, 2018**

Date of Adoption: **March 28, 2018**

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Statement to be Published With Guaranty Ordinance After Introduction.

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 7, 2018. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the County Administration Building, 2 South Broad Street, Woodbury, New Jersey, on March 28, 2018 at 6:30 P.M. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Office of the Clerk of the Board in the Gloucester County Administration Building for members of the general public who request the same.

LAURIE J. BURNS, Clerk of the Board of Chosen Freeholders of the County of Gloucester, New Jersey

Statement to be Published With Guaranty Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on March 28, 2018 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

LAURIE J. BURNS, Clerk of the Board of Chosen Freeholders of the County of Gloucester, New Jersey

A-1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2018 as follows:

(1) The sum of **$265,817.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA), to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA) - Other Expenses;

(2) The sum of **$141,830.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner (SART/SANE), to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner (SART/SANE) - Other Expenses;

(3) The sum of **$18,500.00**, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program - Other Expenses;

(4) The sum of **$115,748.00**, which item is now available as a revenue from the Federal Emergency Management Agency (FEMA) Levee Pump Station Improvements (Phase 1), to be appropriated under the caption of the Federal Emergency Management Agency (FEMA) Levee Pump Station Improvements (Phase 1) - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-2

RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF $5,000.00 IN ACCORDANCE WITH THE ORDER ENTERED BY HON. ANNE MCDONNELL, P.J.Ch., IN THE MATTER OF NJDEP v. COUNTY OF GLOUCESTER, ET ALS. DOCKET NO. GLO-C-87-08

WHEREAS, a matter has been asserted against the County of Gloucester, Benny A. Sorbello Family, LLC, Timothy Avsec, and Dianne Avsec (Basgalore Lake Defendants) by the New Jersey Department of Environmental Protection regarding civil penalties for alleged violations of the Safe Dam Act, identified as Docket number GLO-C-87-08; and

WHEREAS, the Honorable Anne McDonnell, P.J.Ch. granted the County's motion for reconsideration of the civil penalties imposed (previously $80,000.00 assessed to the County). and recalculated the amount to determine that the County pay $2,500.00 for failure to submit a 2016 inspection report, and $2,500.00 for non-compliance with NJDEP orders in 2016; and

WHEREAS, the decision was rendered on January 23, 2018 and the County was ordered to pay the civil penalty of $5,000.00 by April 23, 2018 to "Treasurer, State of New Jersey" with the notation of "Environmental Services Fund" on the memo line; and

WHEREAS, the County will not be appealing this decision and this fulfills the financial obligation on behalf of the County as to the 2016 civil penalty.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that payment is hereby authorized in accordance with the Order of Judge McDonnell entered on January 23, 2018 in the above entitled litigation matter, and the amount of $5,000.00 shall be paid to the Treasurer, State of New Jersey in satisfaction of said Order.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

FILED

JAN 2 3 2018

Anne McDonnell, P.J.Ch.

BY THE COURT

	: SUPERIOR COURT OF NEW JERSEY
NJDEP,	: CHANCERY DIVISION - GE PART
	: GLOUCESTER COUNTY
Plaintiff,	:
	: Docket No. GLO-C-87-08
vs.	:
	: Civil Action
GLOUCESTER COUNTY, et als.,	:
(Basgalore Lake)	:
Defendants.	: JUDGMENT
	:

This matter having come before the court on November 3, 2017 for oral argument on Gloucester County's motion for reconsideration of penalties; Susan Savoca, D.A.G., attorney for plaintiff; Michael Sullivan, Esquire, attorney for defendant Gloucester County, and Anne Krell, Esquire, attorney for defendant Benny A. Sorbello Family, LLC.

IT IS ON THIS 23rd DAY OF JANUARY, 2018 ORDERED as follows:

1. The County's motion for reconsideration of the import of footnote 9 and the amount of the civil penalty assessed against it is granted. Footnote 9 will be considered in setting the amount of the penalty.
2. The civil penalties imposed are recalculated as follows:

   For failure to submit an inspection report in 2016, the penalty pursuant to N.J.A.C. 7:20-2.6(a)(2)(ii) is set at $2500.00.

   For trees in the dam embankment in 2016, pursuant to N.J.A.C. 7:20-1.4(n), no violation is found. No penalty is assessed.

   For non-compliance with NJDEP orders in 2016, the penalty pursuant to N.J.A.C. 7:20-1.12 and N.J.A.C. 7:20-2.6(a)(2)(ii) is set at $2500.00.

   For economic benefit enjoyed by violator, pursuant to N.J.A.C., 7:20-2.5(d), no penalty is assessed.

3. The total civil penalty is $5000.00, which sum shall be paid by the County within ninety (90) calendar days after this opinion and order are served. The check shall be made payable to "Treasurer, State of New Jersey," with the entry "Environmental Services Fund" on the memo line.

ANNE McDONNELL, P.J. Ch.

A3

RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION WITH ASSOCIATED TTLES FOR NON-UNION EMPLOYEES FOR THE YEAR 2018

WHEREAS, applicable New Jersey Law (N.J.S. 40A:9-10) provides that the Board of Chosen Freeholders shall fix the compensation to be paid to County employees; and

WHEREAS, the Board of Chosen Freeholders and its administrative staff have carefully considered and researched the issue of appropriate salary ranges and specific compensation; and

WHEREAS, the results of the consideration and research as to compensation for non-union personnel for the year 2018, are set forth in the schedule(s) attached to this resolution; and

WHEREAS, the Board of Chosen Freeholders finds the salary ranges, compensation and scales in regard to the above to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the salary ranges and compensation for Gloucester County non-union personnel; and, the compensation scales for associated titles;

As set forth on schedules attached hereto and incorporated herein, be and are hereby approved; and, that the designated County employees shall be compensated accordingly for the year 2018; and

BE IT FURTHER RESOLVED that if during the course of the year 2018 any personnel are promoted or such salaries or compensation shall be modified, then all such promotions and/or modifications shall be accomplished consistent with all applicable laws, rules and regulations, including applicable statutes, civil service regulations and the County Administrative Code, and shall be accomplished by the appointing authority consistent with the applicable County procedures.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS
CLERK OF THE BOARD

DEPARTMENT HEADS

Level I	$ 82,419 - $113,720
Level II	$ 84,701 - $143,344
Level III	$105,617 - $244,218
Administration	$149,181 - $226,413

DEPARTMENT HEADS

County Administrator	Administration
County Counsel	Administration
County Engineer	Level III
County Medical Examiner	Level III
County Treasurer	Administration
Deputy County Administrator	Administration
Director, Office of Taxation	Level III
Director, Animal Shelter	Level I
Director, Buildings and Grounds	Level III
Director, Consumer Protection	Level I
Director, Department of Health & Senior Services	Level III
Director, Economic Development	Level II
Director, Golf Course	Level I
Director, Human Services	Level II
Director, Information Technology	Level II
Director, Land Preservation	Level I
Director, Parks and Recreation	Level I
Director, Planning Department	Level II
Director, Public Works	Level III
Director, Purchasing Department	Level II
Director, Senior Services	Level II

Director, Social Services	Level II
Director, Veteran's Affairs	Level I
Emergency Management Coordinator	Level III
Emergency Response Coordinator	Level III
Warden, Correctional Services	Level III

DEPUTY/DIVISION HEADS

$70,800 - $138,843

MANAGEMENT STAFF

Level I	$43,316 - $ 95,390
Level II	$83,232 - $124.300
Level III	$89,382 - $120,313

DEPUTY/DIVISION HEADS

Assistant Director, Buildings and Grounds

Assistant Director, Emergency Response

Deputy County Medical Examiner

Deputy County Tax Assessor

Deputy Director of Welfare Services

Director, Workforce Investment Board

MANAGEMENT STAFF

Administrative Clerk	Level I
Administrative Secretary	Level I
Assistant County Adjuster	Level I
Assistant County Counsel	Level II
Assistant County Engineer	Level II
Assistant Deputy Tax Assessor	Level II
Assistant Director, Fire Services	Level II
Assistant Director, Public Safety	Level II
Assistant County Fire Marshall	Level I
Assistant Manager, Golf Facilities	Level I
Assistant Road Supervisor	Level II
Assistant Veterans Service Officer	Level I
Budget Officer	Level III
Chief Clerk	Level II
Chief Emergency Medical Technician	Level III
Clerk of the Board	Level I
Confidential Assistant	Level I
Deputy Chief Emergency Medical Technician	Level I
Deputy Emergency Management Coordinator	Level I
Deputy Fire Marshall/Instructor	Level I
Director, Public Health Nursing	Level III
Director of Fire Services	Level III

MANAGEMENT STAFF (continued)

Director of Public Safety	Level III
Division Head, Human Resources	Level III
Equal Opportunity Officer/Affirmative Action	Level I
Executive Assistant	Level II
Fire Marshall	Level I
Fiscal Officer, Social Services	Level II
Health Officer	Level III
Senior Program Development Specialist, Community Service	Level III
Supervisor, Veteran's Interment	Level I

NON-UNION PERSONNEL

Alternate, Construction Board of Appeals	$ 3,867
Chairman, Construction Board of Appeals	$ 3,867
Clerk 1	$29,250 - $ 49,250
Confidential Assistant	$28,870 - $ 85,455
Freeholder Aide	$40.262 - $ 77,462
Judge	$10,000 - $ 70,000
Keyboarding Clerk 2	$51,963 - $ 71,963
Keyboarding Clerk 3	$63,523 - $ 83,523
Medical Director	$47,309 - $ 67,309
Member, Construction Board of Appeals	$ 3,867
Principal Account Clerk	$54,332 - $ 74,332
Seasonal Employee	$8.60 per hour – $35.00 per hour
Secretary, Construction Board of Appeals	$ 3,973 - $ 5,973
Secretary, Planning Board	$ 5,850 - $ 7,850
Senior Payroll Clerk Typing	$46,319 - $ 66,319
Student Assistant, PT (hourly)	$8.60 - $12.25

ROW OFFICERS

County Clerk	$139,826 $ 2,719
Deputy County Clerk	$106,909*

*The annual compensation of the deputy county clerk shall not exceed ¾ of the annual compensation of the county clerk

Chief of Staff	$ 78,036 - $ 98,036
Data Processing Programmer	$ 82,456 - $102,456

Sheriff	$139,826
Undersheriff	$ 97,633 - $125,000
Chief Warrant Officer	$ 71,472 - $ 91,472
Investigator, Sheriff	$ 45,761 – $ 95,613
Aide	$ 55,329 - $ 75,329

Surrogate	$139,826
Deputy Surrogate	$ 96,966 - $116,966

BOARD OF ELECTIONS

Chairperson, Board of Elections	$15,000
Secretary/Board of Elections	$15,000
Commissioner, Board of Elections	$10,000
Principal Clerk/Deputy Registrar	$30,000 - $ 76,620

SUPERINTENDENT OF ELECTIONS

Clerk 1	$24,125 - $ 44,125
Clerk 1 part time	$10.00 per hour – $20.00 per hour
Clerk 2	$33,170 - $67,439
Clerk 3	$44,048 - $74,048
Data Processing Programmer	$80,643 - $100,643
Director of Election Operations	$96,695 - $116,695
Investigator, Board of Elections	$40,927 - $ 88,476
Superintendent of Elections	$97,625 - $117,625

PROSECUTOR'S OFFICE

County Prosecutor	$165,000
1st Assistant Prosecutor	$120,560 - $140,560
Chief of County Detectives	$134,060 - $154,060
Confidential Aide	$ 45,998 - $ 65,998
Confidential Secretary	$ 61,000 - $ 81,000
Office Manager	$ 78,186 - $ 98,186

RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH, 2018

A4

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 16, 2018; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending March 16, 2018.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 16, 2018 as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-5

RESOLUTION EXTENDING THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2018 TO MARCH 20, 2019 IN AN AMOUNT NOT TO EXCEED $50,000.00

WHEREAS, the County of Gloucester originally entered into a Contract on March 21, 2016 with Wayman Fire Protection, Inc. of 403 Meco Drive, Wilmington, DE 19804 for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-16-012, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Contract for a one-year period from March 21, 2018 to March 20, 2019 in an amount not to exceed $50,000.00; and

WHEREAS, this Contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and, continuation of this extension beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budgets; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Wayman Fire Protection, Inc. for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-16-012, for a one-year period from March 21, 2018 to March 20, 2019 in an amount not to exceed $50,000.00, and that the County's Purchasing Agent is hereby directed to inform Wayman Fire Protection, Inc. of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, 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 from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-5

2/22/2016

PD 016-012

Bid Opening 3/11/2016 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR BURGLAR AND FIRE ALARM MAINTENANCE AND REPAIR FOR VARIOUS COUNTY OWNED BUILDINGS

ITEM	DESCRIPTION	VENDOR:	VENDOR:
		Wayman Fire Protection, Inc. 403 Meco Drive Wilmington, DE 19804 Magdalena Manofu, CFO 267-625-9158 302-994-5750 Fax	Anaconda Protective Concepts, Inc. 210 Executive Drive, Suite 6 Newark, DE 19702 Nancy Dunfee, President 302-834-1125 302-834-1159-fax dunfee113@comcast.net
	MAINTENANCE SERVICE FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)	$10,000.00	$15,000.00
	TEST AND CERTIFICATION FOR ALL LOCATIONS (INCLUDES PARTS AND LABOR)	$6,610.00	$10,000.00
	ADDITIONAL WORK		
	HOURLY RATE	$114.95	$98.00
	OVERTIME RATE	$174.95	$150.00
	OVERTIME HOURS	4p.m. to 8 a.m.	4p.m. to 8 a.m.
	MARKUP ON PARTS OR MARKDOWN ON PARTS	15% 15%	20%
	RESPONSE TIME	2 hours	2 Hours
	VARIATIONS	Smoke sensitivity testing and does not include failure from lightning electrical storm acts of God or malicious intent. Excludes all fire watches	Repairs required due to vandalism, misuse, or acts of God will be completed at the listed hourly rate.
	This is a 2 year contract with one (1) two (2) year extension or two (2) one (1) year extensions.		BID IS REJECTED FOR: Prime subcontractor must be signed and notarized N.J.S.A. 40A:11-16
	Will you extend your prices to local government entities within the County	No	Yes
	Bid specifications sent to:	FAST Fire and Security Technologies Simplex Grinnell Siemens Industries Fine Line Products Protection 1 Life Safety Security	General Fire Equipment Co., Inc. Prime Vendor, Inc. E.Republic City Fire Equipment Construction Journal

Based upon the bids received, I recommend Wayman Fire Protection, Inc. be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly A. Larter

A-6

RESOLUTION EXTENDING THE CONTRACT WITH DREW & ROGERS, INC. FROM MARCH 26, 2018 TO MARCH 25, 2020 IN AN AMOUNT NOT TO EXCEED $35,000.00 PER YEAR

WHEREAS, the County of Gloucester originally entered into a Contract on March 26, 2016 with Drew & Rogers, Inc. of 30 Plymouth Street, Fairfield, NJ 07004 for the supply and delivery of advertising items for all using department in the County as per PD-16-007, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Contract for a two-year period from March 26, 2018 to March 25, 2020 in an amount not to exceed $35,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and, continuation of this extension beyond December 31, 2018 is conditioned upon approval of the 2019 and 2020 Gloucester County Budgets; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Drew & Rogers, Inc. for the supply and delivery of advertising items for all using department in the County as per PD-16-007, for a two-year period from March 26, 2018 to March 25, 2020 in an amount not to exceed $35,000.00 per year, and that the County's Purchasing Agent is hereby directed to inform Drew & Rogers, Inc. of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, 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 from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

	PD 016-007			
	Bid Opening 02/18/2016 10:00am			
	SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF ADVERTISING ITEMS FOR ALL USING DEPARTMENTS IN THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP	VENDOR:	VENDOR:	
		Authentic Promotions.Com	Drew & Rogers, Inc.	
		6151 Fair Oaks Blvd.	30 Plymouth Street	
		Carmichael, Ca 95608	Fairfield, NJ 07004	
		Maril Cardwell	Stella Lukas, Sales Executive	
		800 497-7765	973-575-6210	
		800 497-7706 Fax	973-575-7180 Fax	
ITEM	DESCRIPTION	PERCENT OFF	PERCENT OFF	
1	Discount offered based on the current Essential Promotions Catalog/Promotional Products and Gifts dated Winter/Fall 2015 or newer.	25%	26.25%	
	Variations: (If any)	None	None	
	Delivery days:	15 to 20 Days	7 to 24 Days	
		If overseas production is required		
	Will you extend your prices to local government entities within the County	YES	YES	
	Bid specifications sent to:	All Pro Ventures, LLC	Virgen, Inc.	BG Enterprises, LLC
		Prime Vendor, Inc.	Kinkopf Design & Creative Services	Jack Nadel International
		Spark Creative Group	Harger Howe Advertising	Letter 8 Media
		Complete Products	Creative Marketing Concepts	AGAS Manufacturing Group, Inc.
		Diamonds National Outfitters	Vanguard	
	The term of this contract is for two (2) years with one (1) two (2) year extension or two (2) one (1) year extensions.			
	Based upon the bids received, I recommend Drew & Rogers, Inc. be awarded the contract, as the lowest responsive, responsible bidder.			
			Sincerely,	
			Kimberly Larter	
			Purchasing	

A 6

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR GUIDANCE AS TO PURCHASING, FISCAL AND FINANCIAL MATTERS

WHEREAS, the Gloucester County Board of Chosen Freeholders recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs, and Gloucester County (hereinafter the "County") has personnel with expertise that could be effectively shared with other governmental entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and.

WHEREAS, the County and the Gloucester County Library Commission (hereinafter "GCLC") wish to enter into such Shared Services Agreement whereby the County will provide the GCLC with guidance and assistance related to purchasing, fiscal, and financial matters during the term of this Agreement, which shall be for a period of ten (10) years from January 1, 2018 to December 31, 2027; and

WHEREAS, the remuneration for said services will be determined by the County Treasurer contingent upon the services rendered by the County on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Shared Services Agreement with the Gloucester County Library Commission for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is substantially the same form as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-7

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY LIBRARY COMMISSION

FOR THE PROVISION OF GUIDANCE AND ASSISTANCE RELATED TO PURCHASING, FISCAL, AND FINANCIAL MATTERS

Dated: January 1, 2018

Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Library Commission**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

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

2. The Gloucester County Library Commission ("Local Unit") is a commission formed pursuant to the laws of the State of New Jersey with offices at 389 Wolfert Station Road, Mullica Hill, New Jersey 08062;

3. The Local Unit requires purchasing, fiscal, and financial assistance and guidance;

4. County maintains a Treasurer's Office and Purchasing Department which have experience in purchasing, fiscal, and financial matters.

5. It is in the best interest of the County and the Local Unit to enter into a Shared Services Agreement whereby County will provide the assistance sought by the Local Unit;

6. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government ay enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall utilize personnel from the County Treasurer's Office and the Purchasing Department to provide the Local Unit with guidance and assistance related to purchasing, fiscal, and financial matter.

B. PAYMENT FOR SERVICES.

Remuneration by the Local Unit for services rendered will be determined by the County Treasurer contingent upon the services rendered by the County on an annual basis.

C. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2027.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to Gloucester County: Office of County Counsel, 2 S. Broad Street, Woodbury, NJ 08096. As to Local Unit: 389 Wolfert Station Road, Mullica Hill, NJ 08062.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALBLES.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Local Unit and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

F. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

G. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

H. MISCELLANEOUS.

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this

Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

I. **EFFECTIVE DATE.** This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, CLERK	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**GLOUCESTER COUNTY LIBRARY COMMISSION**
_____	_____
	By:
	Title:

A-8

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY AND THE GLOUCESTER COUNTY LIBRARY COMMISSION FOR VARIOUS LEVELS OF HUMAN RESOURCES SERVICES

WHEREAS, the Gloucester County Board of Chosen Freeholders recognizes the benefit of sharing services among other governmental entities which presents an opportunity to increase efficiencies and reduce costs, and the County of Gloucester (hereinafter the "County") has personnel with expertise that could be effectively shared with other governmental entities; and

WHEREAS, the Gloucester County Utilities Authority (hereinafter "GCUA") and the Gloucester County Library Commission (hereinafter "GCLC") are corporations formed pursuant to the laws of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and

WHEREAS, the County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services; and

WHEREAS, the GCUA and the GCLC operate on a smaller scale, but are still required from time to time to seek and hire employees, and could be expected to experience economies of scale by agreeing that the County, through its Department of Human Resources, conduct the solicitation for prospective employees, conduct the employment process (including testing and screening) and make recommendations as to prospective employees; and

WHEREAS, the County and the GCUA and GCLC wish to enter into such Shared Services Agreement whereby the County will provide services related to employee screening, testing, interviewing and related services matters from January 1, 2018 to December 31, 2034.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Shared Services Agreement with the Gloucester County Utilities Authority and the Gloucester County Library Commission for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is substantially the same form as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-8

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY UTILITIES AUTHORITY

FOR THE PROVISION OF CERTAIN HUMAN RESOURCES SERVICES

Dated: January 1, 2018

Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Utilities Authority**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;

2. The Gloucester County Utilities Authority ("Local Unit") is a corporation formed pursuant to the laws of the State of New Jersey with offices at Paradise Road, West Deptford, New Jersey;

3. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;

4. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;

6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;

7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall advertise the availability of employment and solicit candidates for employment for the Local Unit; interview candidates; test the candidates consistent with the nature of the job to be performed, which may in some cases include drug testing or physical capacity testing; and, otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;

2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;

3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

C. PAYMENT FOR TESTING AND SERVICES.

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

D. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

E. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALBLES.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Local Unit and the County.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

G. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

H. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

I. MISCELLANEOUS.

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

J. **EFFECTIVE DATE.** This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY
UTILITIES AUTHORITY

By:
Title:

A-8

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

GLOUCESTER COUNTY LIBRARY COMMISSION

FOR THE PROVISION OF CERTAIN HUMAN RESOURCES SERVICES

Dated: January 1, 2018

Prepared by:
Thomas G. Campo, County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated January 1, 2018, by and between the **Gloucester County Library Commission**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;

2. The Gloucester County Library Commission ("Local Unit") is a commission formed pursuant to the laws of the State of New Jersey with offices at 389 Wolfert Station Road, Mullica Hill, New Jersey;

3. County maintains a Human Resources Department which has experience in advertising governmental positions of employment, conducting interviews, arranging testing and administering Human Resources services;

4. The Local Unit operates on a smaller scale, but still is required from time to time to seek and hire employees;

6. The Local Unit could be expected to experience economies of scale by agreeing with the County that the County, through its Department of Human Resources, will conduct the solicitation for prospective employees, conduct the employment process and make a recommendation to the local unit of an employee to hire;

7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

The County shall advertise the availability of employment and solicit candidates for employment for the Local Unit; interview candidates; test the candidates consistent with the nature of the job to be performed, which may in some cases include drug testing or physical capacity testing; and, otherwise screen the candidates. The County will then recommend an employee for hire to the Local Unit, which will make the final decision on hiring.

County and the Local Unit shall agree upon a protocol for the Local Unit to advise the County of the existence of a vacancy or otherwise the need for a new hire.

The County will appropriately screen the applicants for the positions and see to the performance of appropriate testing where necessary and permitted.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. On a timely basis provide all information concerning the existence of a vacancy or other need for an employee, providing to the County the job description, prospective salary information, position on table of organization and all other information relative to the hiring process;

2. The Local Unit shall be responsible for the cost of drug testing, physical capacity testing, other screenings, and any other testing or screening performed by the County;

3. The Local Unit will act in a timely fashion on the recommendations made by the County Department of Human Resources with regard to the applicants for employment and notify the County whether or not the employee has been hired or has been rejected.

C. PAYMENT FOR TESTING AND SERVICES.

The Local Unit shall be responsible for the cost of all testing and screening, as above described.

For the first year of this Contract, the Local Unit shall not be obligated to make any payment to the County for the performance of the services. On an annual basis, the County may require that a reasonable fee for the performance of the services be paid by the Local Unit to the County.

D. DURATION OF AGREEMENT.

This Agreement shall be effective from January 1, 2018 to December 31, 2034.

County may, by Resolution, on 90 days' notice to the Local Unit terminate this agreement, in which event the parties shall have no further obligation to each other.

E. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALBLES.

Neither County nor Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, Local Unit shall provide the County with a Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Local Unit and the County.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules and regulations concerning the conduct of such soliciting, interviewing and related services concerning consideration of employees for hire.

G. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

H. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

I. MISCELLANEOUS.

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

J. EFFECTIVE DATE. This Agreement shall be effective as of January 1, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, CLERK	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**GLOUCESTER COUNTY LIBRARY COMMISSION**
_____	_____
	By:
	Title:

A-9

RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR $36,190.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, Gloucester County Office of Assessment has a need for updated digital aerial imaging software services known as and *ChangeFindr*, and licensure access to Pictometry Connect-CA-100 for custom access to Pictometry-hosted custom imagery libraries for use with imagery software known as *ChangeFindr*; and

WHEREAS, the Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623, for a total contract amount of $36,190.00, from January 1, 2018 to December 31, 2018; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of $7,000.00 (the amount of the initial deposit pursuant to the contract), pursuant to C.A.F. #18-01438, shall be charged against budget line item #8-01-20-151-001-20653; and

WHEREAS, the service related to this contract is for support, maintenance, and licensure of proprietary software necessary for the Office of Assessment and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

WHEREAS, the balance of the contract amount shall be encumbered upon adoption of the ensuing Budget(s). Continuation of the contract is contingent upon the adoption of the 2018 Gloucester County Budget; and the balance of the contract will be encumbered upon approval of 2018 budget.

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Pictometry International Corporation, for a total contract amount of $36,190.00, from January 1, 2018 to December 31, 2018.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-9

3/7/18

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
GLOUCESTER COUNTY, NJ ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
The Office of Assessment Clayton Complex, Building A 1200 N. Delsea Dr.	25 Methodist Hill Drive
Clayton, NJ 08312	Rochester, NY 14623
Attn: Eric Campo, Counsel to office of Assessment	Attn: General Counsel
Phone: (856) 307-6425	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER:	PICTOMETRY:
GLOUCESTER COUNTY, NJ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
	NAME:
Robert M. Damminger, Freeholder Director	TITLE:
	EXECUTION DATE:
DATE:	
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

ORDER #
CS315649

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

BILL TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A Assessor's Office
Clayton, NJ 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

SHIP TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A Assessor's Office
Clayton, NJ 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

CUSTOMER ID	SALES REP
A117872	sbenner

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
392	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$75.00		$29,400.00
2	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$3,300.00	$2,475.00 (25%)	~~$4,950.00~~ 2475.00
392	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00		$3,920.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to $500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	$2,499.00		~~$2,499.00~~
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00		$199.00
392	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50		$196.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
			TOTAL		~~$41,164.00~~ 36,190.

Thank you for choosing Pictometry as your service provider.

DD-0001-20150318

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	$6,762.75
Due at Initial Shipment of Imagery	$13,819.25
Due at First Anniversary of Shipment of Imagery	~~$20,552.00~~ 15,608
Total Payments	~~$41,134.00~~ 36,190

PRODUCT PARAMETERS

IMAGERY

Product:	IMAGERY - COMMUNITY - 4-way (C5) (5in) - Per Sector
Elevation Source:	Customer Provided - On file
Leaf:	Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product:	Pictometry Connect - CA - 100
Admin User Name:	Jeff Taylor
Admin User Email:	jtaylor@co.gloucester.nj.us
Geofence:	NJ Gloucester

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category 2, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services** – Use of **Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyright, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

PICTOMETRY ONLINE SERVICES
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These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

1.2 You may not make the Online Services available to any other party.

1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.

1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.

1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.

1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.

1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.

1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.

3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing, or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

LICENSE TERMS

SECTION B

PICTOMETRY SOFTWARE LICENSE AGREEMENT

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2. LICENSE. Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only, provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. TITLE. The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. DISCLAIMERS OF WARRANTY. USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. TERMINATION. This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. MISCELLANEOUS PROVISIONS.

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of ~~New York~~ New Jersey, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Picturetty. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

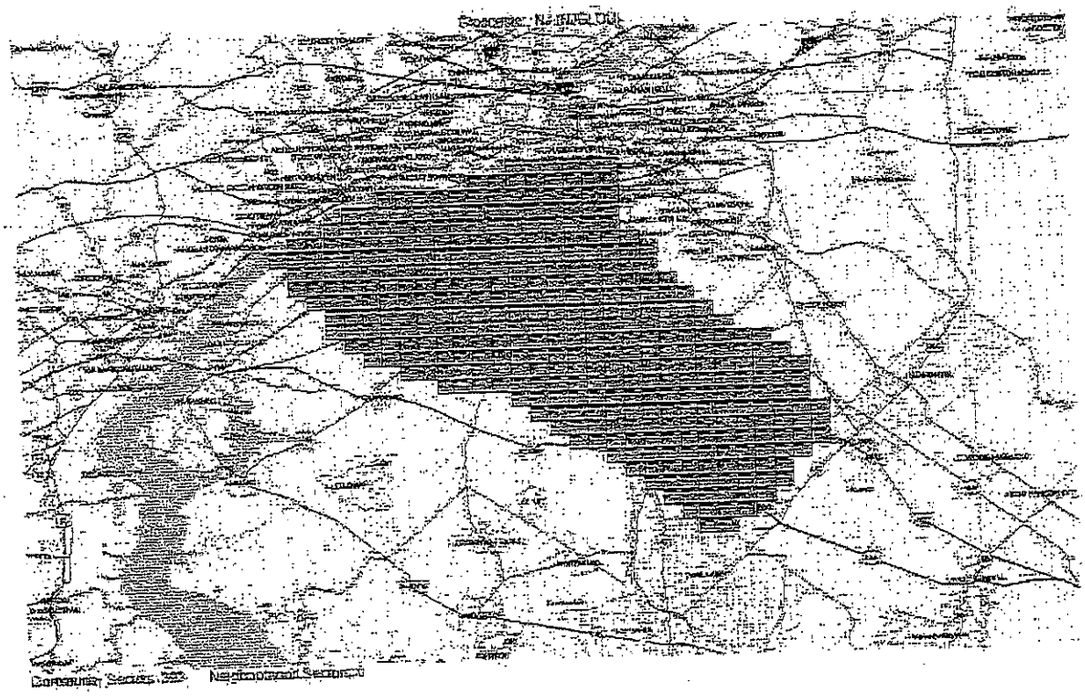
2. Applicable Law: Notwithstanding anything found elsewhere in this Agreement to the contrary, this Agreement shall be governed by and interpreted in accordance with the laws of the state of New Jersey, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of Gloucester County, NJ or, in the alternative, the Federal Courts located in the state of New Jersey shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Gloucester County, NJ.

3. The paragraph found under the heading "FEES; PAYMENT TERMS" in Section A to the Agreement is amended in its entirety as follows:
"All amounts due to Pictometry pursuant to this Agreement ("Fees") are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within sixty (60) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."

4. Section 6.9 to the Pictometry Online Services General Terms and Conditions is deleted in its entirety.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)



County of Gloucester Purchasing Department

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

Pg 1

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01438

ORDER DATE: 02/16/18
REQUISITION NO: R8-01557
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

GLOUC CO OFFICE OF ASSESSMENT
1200 N DELSEA DR. BLDG A.
CLAYTON, NJ 08312
856-307-6445 CLAYTON COMPLEX

VENDOR #: PICT0010

VENDOR

PICTOMETRY INTERNATIONAL CORP
25 METHODIST HILL ROAD
ROCHESTER, NY 14623-4270

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	update digital aerial imaging software werves and licensure access to pictometry connect-ca-100 for custom access 1-1-18 12-31-18 balance of contract to be submitted upon approval of 2018 operating budget	8-01-20-151-001-20653 Data Processing Software	7,000.0000	7,000.00
			TOTAL	7,000.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

A-10

RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY INSURANCE FUND COMMISSION

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has, by Ordinance finally adopted on October 7, 2009, created the Gloucester County Insurance Fund Commission; and

WHEREAS, by the terms of said Ordinance, the Insurance Fund Commission shall consist of three officials of the County who shall serve as Insurance Fund Commissioners; and

WHEREAS, pursuant to N.J.S.A. 40A:10-8, the Commissioners shall be appointed by the Board of Chosen Freeholders to serve consistent with the terms and provisions of the statute for a period of two (2) years or for the remainder of their term of office, whichever shall be less, and until their successors shall have been duly appointed and qualified; and

WHEREAS, there currently exists a vacancy on said Gloucester County Insurance Commission and the Board of Chosen Freeholders of the County of Gloucester desires to appoint an individual to fill said term.

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

1. Timothy Sheehan shall be and is hereby appointed as Gloucester County Insurance Fund Commissioner to fill a vacancy from March 1, 2018 to October 6, 2019, and shall serve without compensation for his service.

2. While serving as Insurance Fund Commissioner, Timothy Sheehan shall be authorized, on the County's behalf to **(a)** execute insurance applications and surety bond applications and other insurance related documents; **(b)** authorize in-between payments to insurance and surety providers; and **(c)** authorize insurance/surety contracts and/or purchase orders that bind insurance/surety coverage as recommended by the County's Risk Manager.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-11

RESOLUTION APPOINTING A MEMBER 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 Gloucester 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 NJ Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing 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; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Timothy Sheehan is hereby appointed as the Gloucester County Commissioner to the New Jersey Counties Excess Joint Insurance Fund to fill an unexpired term for 2018.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-12

RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI FROM APRIL 2, 2018 TO APRIL 1, 2019 IN AN AMOUNT NOT TO EXCEED $25,000.00

WHEREAS, the County of Gloucester is responsible for the defense of County and State Tax Appeals; and

WHEREAS, there is a need by Gloucester County for a professional pool of appraisers in connection with the defense of assessments for the County of Assessor; and

WHEREAS, the County requested proposals, via RFP# 18-014, 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 Steven W. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, made the only fully responsive proposal and most advantageous proposal, for an amount not to exceed $25,000.00; and

WHEREAS, the contract shall be for estimated units of service, from April 2, 2018 and to April 1, 2019, pursuant to the proposals submitted by the Vendor; therefore, the contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2018 is conditioned upon the approval of the 2019 Gloucester County Budget; and

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

WHEREAS, the contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is for 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 of Chosen Freeholders be and is hereby authorized to execute and the Clerk of the Board attest to the contract with Steven W. Bartelt, MAI for appraisal services from April 2, 2018 to April 1, 2019 in an amount not to exceed $25,000.00; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A12

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI

THIS CONTRACT is made effective this 2nd day of April 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 **STEVEN W. BARTELT, MAI**, (a New Jersey Sole Proprietorship) with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

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

WHEREAS, Vendor represents an appraisal firm that 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 of one year for the period commencing April 2, 2018 and terminating April 1, 2019.

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated January 30, 2018 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 18-014. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the local unit is not obligated to spend that amount.

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 #18-014, and Vendor's responsive proposal dated January 30, 2018 which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #18-014.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Request for Proposal 18-014, which is 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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester

County, New Jersey ***or the United States District Court, District of New Jersey, Camden, New Jersey.*** This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that 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# 18-014, issued by the County of Gloucester and Vendor's responsive proposal dated January 30, 2018. Should there occur a conflict between this form of Contract and RFP# 18-014, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 18-014 and the Vendor's responsive Proposal dated January 30, 2018, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 2nd day of April 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 the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

STEVEN W. BARTELT, MAI
OWNER

STEVEN W BARTELT, MAI
REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169
Turnersville, NJ 08080

Office – 856-582-5892
SBartelt22@comcast.net

30 January 2018

Mr. Peter M. Mercanti, Director
Purchasing Department
County of Gloucester
2 South Broad St
Woodbury, NJ 08096

ORIGINAL

RE: Request for Proposal/Pool of Appraisers/Defense of County Assessments
RFP# 18-014- County of Gloucester

Dear Mr Mercanti:

Please find attached my response to the above captioned RFP, #18-014. A table of contents immediately follows this introductory letter.

I have been engaged in the full time practice of real property appraisal for more than 35 years. In the past 25+/- years my activity has been largely concentrated in eminent domain, tax appeal and public projects (Green Acres, NJ DOT, Farmland Preservation, County Engineering, and other projects for Burlington, Cumberland, Gloucester & Camden Counties). I am a MAI, SRA, AI-GRS member of the Appraisal Institute and a NJ State General Certified Real Estate Appraiser, license #42RG00011400.

I believe that I have submitted all of the required material, in the manner requested. The attached material is rather self-explanatory; a lengthy letter of introduction is not necessary.

Please call should you have any question, or if I may be of further service.

I look forward to hearing from you in the near future.

Sincerely,

Steven W. Bartelt, MAI, SRA

SECTION I – PROPOSED FEE STRUCTURE

I am providing here estimated average costs/appraisal fees for the requested categories of assignments, as contained under item #12 of the RFP. All fees are negotiable.

ESTIMATED AVERAGE COSTS/APPRAISAL FEES

Property Type	Preliminary Analysis	Full Report
Single-Family Residential	$500	$1250
Retail Commercial <10,000 ft.^{2}	$2100	$3600
Retail Commercial > 10,000 ft.^{2}	$2800	$4200
Industrial <25,000 ft.^{2}	$2100	$3600
Industrial >25,000 ft.^{2}	$2800	$3800
Apartment Complex <100 units	$2200	$5600
Apartment Complex >100 units	$2200	$6600
Assisted-Living/Long-Term-Care	$3800	$12,800

All of the above fees will be negotiated. Likewise, fees for property categories which may not be represented above may also be negotiated. Appeals which involve multiple tax years would need to negotiated.

The preliminary analyses with which I had been previously acquainted involve the market research and a conclusion to a range of values which may be applicable to the individual subject parcel or go parcels. Preliminary analyses which I have performed in the past do not necessarily conclude to a specific number and they are normally done orally so that here is no written report in the file for discovery by opposing counsel. If the county has something else in mind, we can certainly explore that, at the appropriate time. There is no reason to go into every iteration of every conceivable property type and every conceivable type of scenario, for RFP purposes.

Other applicable fees:
Fees applicable to testimony, settlement meetings, preparation for testimony, interrogatories and other similar procedures are billed on a per hour basis; $195 per hour.

There may be circumstances where the base fees would not cover the cost of the appraisal but this would be the exception rather than the rule. This will be thoroughly discussed with the requesting agency prior to the start of any work.

I have always accepted appraisal assignments from Gloucester County irrespective of the difficulty in the assignment for quoted base fee. My sense is that some assignments take more time and some less. In the end, this tends to balance out.

I have never turned down an assignment from Gloucester County because of a disagreement over the proposed fee or the work involved in completing the assignment. I have always been available when the County needed me.

BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-018-014 - Pool of Appraisers- Taxation Steven W. Bartelt

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned _____25_____ points Extensive qualifications and experience. Notably mostly very local to our area.	24
C. Relevance and Extent of Similar Engagements performed _____25_____ points Our current vendor with many similar engagements noted and applicable.	24
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability _____25_____ points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal _____20_____ points Fee is listed at 195.00 / hr. This fee is the Industry Standard	18
TOTALS	95

B-1

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WOODBURY HEIGHTS

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, the Gloucester County EMS Exploratory Committee has examined regionalization as a viable option to improving Emergency Medical Services countywide and recommended such option to the municipalities of Gloucester County; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, the County of Gloucester has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the Borough of Woodbury Heights wishes to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and related lease, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services; and

WHEREAS, the regionalization of these services is being conducted to provide the highest level of basic life support emergency medical services; and

WHEREAS, a Shared Services Agreement and a Vehicle and Equipment Lease Agreement have been prepared and circulated to the participating municipality.

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of a Shared Services Agreement and a Vehicle and Equipment Lease Agreement with the Borough of Woodbury Heights in substantially the same form as attached to this resolution; and

BE IT FURTHER RESOLVED, the agreement and leases shall be for a period of ten years, commencing February 1, 2018 to January 31, 2028; and

BE IT FURTHER RESOLVED, that the Office of the Administrator and the Office of County Counsel are authorized to finalize the language of the documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK

B-1

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF WOODBURY HEIGHTS

FOR THE PROVISION OF BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES

Dated: February 1, 2018

Prepared by: Thomas G. Campo,
County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2018, by and between the Borough of Woodbury Heights, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

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

2. The Borough of Woodbury Heights ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 500 Elm Avenue, Woodbury Heights, New Jersey 08097;

3. Municipality currently provides emergency medical services consisting of Basic Life Support (BLS) services and provides medical transport services in its municipality;

4. The County wishes to assist the Municipality in dealing with the very significant obligations related to the provision of such services and the significant costs incurred in providing such services;

5. Accordingly, the County has pursued a plan for the regionalization of the provision of such services in areas including the Municipality;

6. Municipality wishes to designate County as the provider of BLS emergency medical services within the Municipality;

7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The project shall consist of the provision by the County of BLS emergency medical services within the Municipality.

B. DESCRIPTION OF SERVICES.

The County's services will therefore include, but not necessarily be limited to, the following:

1. Provision, on a 24 hour, 7 days a week basis, of BLS emergency medical services.

2. The BLS emergency medical services to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq.

3. For purposes of this Agreement, "BLS" shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as rescue/extrication services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.

4. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, County is an independent contractor with the sole right to supervise, manage, control and direct the provision of BLS. Further, Municipality shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.

5. County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24 hour, 7 day a week basis.

6. If personnel and equipment are available, County shall provide standby emergency medical services at community events and activities within the Municipality upon fourteen (14) days written notice of such request to County by Municipality at no additional cost. For purpose of this paragraph only, notice shall be provided to the Chief of Gloucester County Emergency Medical Services (GCEMS).

7. It is the intention of the parties that County shall be responsible for providing BLS emergency medical services as defined in N.J.A.C. 8:40-1.1 et seq.; the Municipality shall not be responsible for providing such BLS emergency medical services. The parties acknowledge that County does not, by this Shared Services Agreement, assume any responsibility to provide any other services, such as police or fire or the like.

C. ESTIMATED COST; NO PAYMENT BY MUNICIPALITY.

The cost of the Project shall be, as far as may be determined at this time, approximately $8,688,000.00 for the provision of all of County's BLS emergency medical services to all

participant municipalities involved in the regionalization of emergency medical services within the County. The cost of the project for ensuing years is anticipated to be equal to or greater than the cost for the initial year of the project. This estimate is recited as required by the Shared Services Agreement. The parties agree that County shall not be entitled to any payment by Municipality for the provision of these services.

D. PARTICIPATION AND COOPERATION BY MUNICIPALITY.

1. Pursuant to separate Lease Agreements entered into by and between County and Municipality, Municipality will lease to County for the sum of $1.00 per year all ambulance vehicles and other equipment which it currently owns or will, if acceptable to County, sub-lease to County any such vehicles or equipment which Municipality owns. Maintenance of, insuring of and all other aspects of the operation of the equipment shall be as described in the Lease Agreements.

2. Municipality shall lease to County for $1.00 per year any ambulance station and/or bays and offices/crew day rooms which it currently owns. Maintenance of, insuring of, and the like will be as described in the building leases made by and between the County and the Municipality. Municipality will make its best effort to encourage any municipal fire district, ambulance squad or other entity, which owns or controls such facilities to lease such facilities to the County on the same terms and provisions.

3. Municipality shall in all regards cooperate with County to any extent necessary to enable the County to submit and process grant applications for funding for the provision of emergency services. In the event that it is necessary, given the requirements of the particular grant program, for the application to be submitted by the Municipality, Municipality agrees that it will take all necessary steps to do so. In the event that such funding is available to the municipality, but not otherwise directly available to the County, then Municipality will take all steps necessary to apply for and where possible obtain such funding and after receipt of such funding and consistent with any applicable law, rule or regulation, pay the proceeds of such funding to the County.

E. THIRD PARTY BILLING.

The parties recognize that County shall be solely entitled to any revenue generated by third party billing, which billing shall be done by County or County's agent. No part of the revenue from such billing shall be paid to Municipality.

F. DURATION OF AGREEMENT.

This Agreement shall be for a period of ten years, commencing February 1, 2018 to January 31, 2028.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least 18 months prior to the designated termination date.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

H. INDEMNIFICATION.

(1) The County shall indemnify and shall hold the Municipality, the members of its governing body and its officers, agents and employees harmless against, and County shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the Municipality, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement.

(2) During the term of this Shared Services Agreement, Municipality shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and Municipality shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services retained by the Municipality and performed by its law enforcement, fire and/or public works personnel or the like in the course of providing necessary support to emergency medical services described in this agreement.

(3) The County and Municipality agree that the County shall give an authorized Municipality representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Municipality shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

County and Municipality agree that they will at their own cost and expense promptly

comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

J. INSURANCE.

At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the County shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the Municipality as an additional insured.

Municipality shall maintain liability insurance, which will be considered secondary insurance, which will include general liability insurance, casualty, all-risk insurance.

K. REMEDIES.

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

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

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

3. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.
   Demand for mediation of any claim shall not be made until the earlier of the following:

   (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;

   (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

   If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

4. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

   The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

   The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

   Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

   The fifth and any lower ranked persons on each list will be excluded from further consideration.

   The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

   In the event of a tie, the mediator shall be chosen by lot.

5. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

   The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

7. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

L. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

M. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Freeholder, Municipal Council Person, Officer, and/or Agent of the Municipality or County, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

N. MISCELLANEOUS.

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Municipality and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Municipality and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

O. **EFFECTIVE DATE.** This Agreement shall be effective as of this _____ day of _____, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

P. **CONFIRMING STATEMENT.** This Agreement replaces and supersedes all previous agreements between Gloucester County and the municipality for the Provision of Basic Life Support and Emergency Medical Services.

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS, CLERK

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WOODBURY HEIGHTS

_____

JANET PIZZI, CLERK

_____

ROBBIE J. CONLEY, MAYOR

B-1

VEHICLE AND EQUIPMENT LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF WOODBURY HEIGHTS

FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES VEHICLES AND EQUIPMENT

Dated: February 1, 2018

Prepared by: Thomas G. Campo,
County Counsel

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VEHICLE AND EQUIPMENT LEASE AGREEMENT

THIS VEHICLE AND EQUIPMENT LEASE AGREEMENT ("Agreement"), is entered into this ___ day of _____, 2018, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and Borough of Woodbury Heights, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

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

2. The Borough of Woodbury Heights ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 500 Elm Avenue, Woodbury Heights, New Jersey 08097;

3. County and Municipality have entered into a Shared Services Agreement, ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support services;

4. Consistent with the terms of that Shared Services Agreement to provide emergency medical services consisting of basic life support services, the Municipality has agreed to lease to County certain ambulance and/or other emergency vehicles and the equipment set forth on the Schedule A attached to and made a part of this Agreement.

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

1. **LEASE VEHICLES AND EQUIPMENT.** Municipality agrees to lease to County, and County agrees to hire from Municipality, the vehicles and equipment specified in Schedule A attached hereto and made a part hereof, including the standard and any extra equipment installed on or used in connection with the operation of the vehicles.

2. **OWNERSHIP OF VEHICLES; AND EQUIPMENT; RESIDUAL VALUE.** Municipality is the owner of the vehicles and equipment. This is an agreement of lease only and may not be construed as a contract for the sale of vehicles. However, the parties agree that if, either during the term of this Lease or at the termination of this Lease, the County determines that the useful life of the vehicles and/or equipment have expired, then the County shall be entitled to the trade in or salvage value of the vehicles and/or equipment. The Municipality shall cooperate with County to transfer ownership of such vehicles and equipment at that time in order to enable the County to receive the trade in or salvage value.

3. **RENT.** As the total rent for the vehicles and equipment for the total term of the lease, County shall pay to the Municipality the sum of $1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services Municipality is not obligated to pay any compensation.

4. **TERM.** The term of this Lease shall be for a period of 10 years commencing February 1, 2018 and concluding January 31, 2028.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if either party terminates the Shared Services Agreement, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the municipality, provided as set forth below, which notice shall be provided at least 18 months prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

5. **REPAIR AND MAINTENANCE.** County shall be responsible for all maintenance costs in connection with the vehicles and the equipment.

6. **INSURANCE.** County shall maintain vehicle liability insurance on all vehicles, and may in its discretion insure the equipment with regard to loss by theft or other insurable damage.

The parties agree that in the event of partial or complete destruction of the vehicles and/or equipment, then County shall be entitled to the proceeds of the insurance maintained on the vehicles and the equipment. The Municipality may, in its discretion, separately maintain insurance on the vehicles and the equipment. The proceeds of any such insurance claims for damage to the vehicles and/or equipment shall also be payable to the County.

The parties acknowledge that such proceeds may be necessary for the County to replace the vehicles and/or equipment.

7. **INDEMNITY.** County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by the Municipality's negligence or the negligence of Municipality's agents, servants or employees. The Municipality will maintain appropriate ownership liability insurance. The Municipality shall indemnify, save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees.

8. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

9. **NOTICES.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Municipality:

Robbie J. Conley, Mayor
Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, New Jersey 08097

With copy to Solicitor of Municipality:

Brian Lozuke, Esquire
Mattleman, Weinroth & Miller, P.C.
401 Rt. 70 E, Suite 100
Cherry Hill, New Jersey 08034

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

10. DISPUTE RESOLUTION.

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

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

B. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.

C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

(a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;

(b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

11. TOTAL AGREEMENT. Applicable to Successors. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

12. APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. SEVERABILITY. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

IN WITNESS HEREOF, Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WOODBURY HEIGHTS

JANET PIZZI, CLERK

ROBBIE J. CONLEY, MAYOR

B-2

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CLEAN AIR COMPANY, INC., FOR $17,942.93

WHEREAS, the County, after due notice and advertisement, received sealed bids for the installation of a vehicle exhaust extraction system (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Station 82-3; and

WHEREAS, after following proper public bidding procedure, it was determined that Clean Air Company, Inc., with offices at 428 New Brunswick Avenue, Fords, New Jersey 08863 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of $17,942.93, as more specifically described in the bid specifications PD-018-013; and

WHEREAS, bids were publicly received and opened on March 8, 2018; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of $17,942.93, pursuant to C.A.F. # 18-02028, which shall be charged against budget line item C-04-17-020-250-20201.

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Clean Air Company, Inc. for the installation of a vehicle exhaust extraction system, for a total contact amount of $17,942.93.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK

County of Gloucester Purchasing Department

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

Pg 1

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-02028

ORDER DATE: 03/12/18
REQUISITION NO: R8-02207
DELIVERY DATE:
STATE CONTRACT: PD-18-013
ACCOUNT NUM:

SHIP TO

GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

~~VENDOR #: CLEAN020~~

VENDOR

CLEAN AIR COMPANY, INC
428 NEW BRUNSWICK AVENUE
FORDS, NJ 08863

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INSTALLATION OF VEHICLE EXHAUST SYSTEM FOR EMS STATION 82-3 LOCATED IN PAULSBORO AS PER PD 018-013	C-04-17-020-250-20201 EMS - Ambulances	17,942.9300	17,942.93
			TOTAL	17,942.93

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Tracey Hudson
TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

CONTRACT BETWEEN
CLEAN AIR COMPANY, INC.
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 21st day of March, 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 **CLEAN AIR COMPANY, INC.**, of 428 New Brunswick Avenue, Fords, New Jersey 08863, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the installation of a vehicle exhaust extraction system (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Station 82-3; and

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-018-013 or within a reasonable period of time.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of $17,942.93, as per PD-018-013.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth in specifications identified as PD-018-013, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. <u>NO ASSIGNMENT OR SUBCONTRACT</u>. 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. <u>INDEMNIFICATION</u>. The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to 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 companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

15. NOTICES. Notices required by this contract shall be effective upon mailing of notice by

regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

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

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

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

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

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

21. CONTRACT PARTS. This contract consists of this contract, the specifications identified as PD-018-013, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is dated this 21st day of March, 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:	**CLEAN AIR COMPANY, INC.**
_____	_____

PD 018-013
Bid Opening 03/08/2018 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE INSTALLATION OF A VEHICLE EXHAUST EXTRACTION SYSTEM (OR APPROVED EQUAL) FOR THE GLOUCESTER COUNTY DEPARTMENT OF EMERGENCY RESPONSE EMS DIVISION STATION 82-3 (EAST BROAD STREET PAULSBORO, NJ) AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CL-01-GC & 16GLCP

VENDOR:
Clean Air Company, Inc.
428 New Brunswick Avenue
Fords, NJ 08863
Greg Slavin, President
732-738-8818
732-738-4914 - Fax

ITEM	DESCRIPTION	
	LUMP SUM FOR VEHICLE EXHAUST EXTRACTION SYSTEM (OR APPROVED EQUAL)	$17,942.93
	Variations	None - Plymovent system offered
	Will you extend your prices to local government entities within the County	YES

Bid Specifications sent to:		
	BidOcean	Prime Vendor
	Construction Information Systems	Scalfo Electric
	North American Procurement Council	ConstructConnect
	Onvia	

Based upon the bids received, I recommend Clean Air Company, Inc., be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter
Purchasing

C-1

RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2018 TO MARCH 12, 2020 IN AN AMOUNT NOT TO EXCEED $600,000.00 PER YEAR

WHEREAS, the County of Gloucester originally entered into a Contract on March 13, 2016 with South State, Inc., P.O. Box 68, Bridgeton, NJ 08302 for the furnishing of milling and profiling services for the Public Works Department as per PD-16-008, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Contract for a two-year period from March 13, 2018 to March 12, 2020 in an amount not to exceed $600,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time; and, continuation of this extension beyond December 31, 2018 is conditioned upon approval of the 2019 and 2020 Gloucester County Budgets; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with South State, Inc. for the furnishing of milling and profiling services as per PD-016-008, for a two-year period from March 13, 2018 to March 12, 2020 in an amount not to exceed $600,000.00 per year, and that the County's Purchasing Agent is hereby directed to inform South State, Inc. of the extension.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to this Contract extension, 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 from the County's budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

	PD 016-008			
	Bid Opening 2/24/2016 10:00am			
	SPECIFICATIONS AND PROPOSAL FORM FOR THE			
	FURNISHING OF MILLING AND PROFILING SERVICES			
		VENDOR:	VENDOR:	
		South State Inc.	Mount Construction Co., Inc.	
		PO Box 68	427 South White Horse Pike	
		Bridgeton, NJ 08302	Berlin, NJ 08009	
		C. J. Ottinger Jr. - Pres.	Michael Mazzarella, VP of Business Development	
		856-451-5300	856-768-8493	
		856-455-3461 Fax	856-753-1453 Fax	
ITEM	DESCRIPTION			
		Unit Price	Unit Price	
1	A. Milling an average depth of 2" at an average of 4000 square yards per day. B. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro. C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.	$2.49	$2.55	
2	A. Milling at variable depths at an average of 4000 square yards per day. B. The bidder shall supply all dump trucks necessary for the disposal of waste material. Millings will be stockpiled at the closest one of the three highway yards, Clayton, Mantua or Swedesboro. C. The bidder will supply all necessary equipment to clean and sweep the milled roadway.	$2.49	$3.20	
3	A. Milling an average depth of 2" at an average of 4000 square yards per day. The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.	$1.44	$2.15	
4	A. Milling at variable depths at an average of 4000 square yards per day. The County of Gloucester will provide all dump trucks and all necessary equipment for clean up.	$1.44	$2.15	
	Extend pricing to CoOp	YES	NO	
	Variations: (if any)	NONE	NONE	
	This is a two year contract with the County having the option to extend for one (1) two (2) year contract or two (2) one (1) year contracts.			
	Bid specifications sent to:	American Asphalt Company ISQFT-USA Prime Vendor	GWP Enterprises, Inc. Construction Journal Northeast CMT LLC	
	Based upon the bids received, I recommend South State Inc. be awarded the contract as the lowest responsive, responsible bidder.			
			Sincerely, Kimberly Larter Purchasing	

C-2

RESOLUTION AUTHORIZING EXECUTION OF TRAFFIC SIGNAL AGREEMENT TF-09-19 WITH THE TOWNSHIP OF LOGAN FOR THE INSTALLATION AND MAINTENANCE OF A TRAFFIC SIGNAL AT COUNTY ROUTE 620 AND COMMERCE BOULEVARD/SHARPTOWN ROAD

WHEREAS, traffic conditions exist at Center Square Road (CR 620) and Commerce Boulevard/Sharptown Road in the Township of Logan (hereinafter the "Township"), County of Gloucester (hereinafter "County"), which warrants the installation and operation of a traffic control signal in order to minimize the potential for traffic accidents, and to expedite the safe movement of vehicular and other traffic through the intersection; and

WHEREAS, the County has indicated its willingness to install a traffic control signal at the intersection of Center Square Road (CR 620) and Commerce Boulevard/Sharptown Road upon the agreement of the Township to pay for the electrical power for same; and, also upon the agreement of the Township to provide police assistance which may be needed for any maintenance of said signal; and

WHEREAS, the County has proposed a form of agreement (TF-09-19), which sets forth the specifics as to responsibilities for design, construction, installation, inspection, maintenance and costs, and said agreement has been executed by the Township.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to the Traffic Signal Agreement attached hereto between the County and the Township, for the purposes aforesaid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

Traffic Signal Agreement

THIS AGREEMENT, made this 20th day of February, 2018, between the **COUNTY OF GLOUCESTER**, hereinafter referred to as "County", and the **TOWNSHIP OF LOGAN**, hereinafter referred as "Township".

WHEREAS, a traffic condition exists at Center Square Road (County Route 620) where it intersects Commerce Boulevard and Sharptown Road in the Township of Logan, County of Gloucester, State of New Jersey, which requires the installation and operation of a traffic signal in order to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic, and

WHEREAS, the parties wish to enter into an agreement with respect to the installation, inspection, operation, maintenance, and enforcement of the traffic signal, and

WHEREAS, it is the purpose of this agreement to provide for the participation of the County, and the Township in the cost of the design, installation, inspection, maintenance, operation, and enforcement of the said traffic signal, at the aforesaid intersection;

NOW, THEREFORE, WITNESSETH; that for and in consideration of the mutual covenants and agreements contained herein, the County and the Township agree as follows:

1. The County shall prepare appropriate design drawings and specifications for the construction and installation of a traffic signal at the Intersection for the review and final approval of the County's Engineer.
2. The County shall submit to the County's Engineer the design drawings and specifications for the traffic signal for review and final approval; and shall be responsible to obtain such approval.
3. The County Engineer shall review the traffic signal design drawings and specifications, and when same meet with all applicable Federal, State, County and Municipal statutes, laws, rules, regulations, and ordinances, issue a final approval of and for them.
4. The County Engineer will determine the character, type, location, and operation of the traffic signal in accordance with N.J.S.A. 39:4-120, and all other applicable statutes, laws, rules and regulations.
5. The County shall construct and install the traffic signal in accordance with the design drawings and specifications that are given final approval by the County Engineer.
6. The Township's electrical inspector shall inspect the electrical installation for the traffic signal upon completion, and certify it to the electrical utility.
7. The cost of approval, design, installation and construction of the traffic signal shall be borne and paid by the County.
8. The Township shall pay all the cost of the electrical power for the traffic signal following completion of the construction and installation of same; and shall continue to be responsible for the payment of the ongoing electrical power for the traffic signal, as long as the traffic signal shall remain in operation.
9. Prior to the traffic signal being made operational, the County Engineer, shall inspect the traffic signal to verify that it has been properly constructed and installed.
10. The County, at its sole cost and expense, shall periodically inspect, and provide all routine maintenance for the traffic signal.
11. If the County or Township desires to have the traffic signal, or any part of it, relocated in the future, any cost incurred in the relocation shall be borne by the party requesting same. No relocation of the traffic signal may be undertaken unless the County and Township shall both agree in writing to same.

12. If the County requests assistance of the Township Police Department during construction, routine or emergency maintenance of the traffic signal, the Township shall provide traffic assistance at no cost to the County. If Police assistance is required for construction or routine maintenance of the traffic signal, the County shall schedule same with the Township Police Department at least forty-eight (48) hours in advance. In an emergency, the Police Department shall respond as necessitated by a County request; and no work will be undertaken without police protection, if deemed necessary by the County in its sole discretion.

13. The Township hereby agrees that it will defend, indemnify and save the County harmless from and against any and all claims from the acts or omissions of its agents, servants, employees or contractors.

14. The County hereby agrees that it will defend, indemnify and save the Township harmless from and against any and all claims from the acts or omissions of its agents, servants, employees, or contractors.

15. The County and the Township certify that all things required by law to be done and performed by them to enable them to carry out this Agreement have been done and performed, or will be done and performed in a timely manner.

16. The operation of the traffic signal shall not be discontinued unless the County and Township shall both agree in writing to such discontinuance, and removal of same.

17. This Agreement shall be governed by the laws of the State of New Jersey.

18. The County may record this Agreement with the County Clerk.

IN WITNESS THEREOF, the County and the Township have caused this agreement to be duly executed by their proper officers and their corporate seals to be hereunto affixed, and attested by their Clerks, on the day and year first written above.

County of Gloucester

ATTEST:

By: _____
Robert M. Damminger, Director

By: _____
Laurie J. Burns
Clerk of the Board

Township of Logan

ATTEST:

By: _____
Frank W. Minor, Mayor

By: Linda Oswald
Linda Oswald, R.M.C.
Municipal Clerk

V:\Roads\TF Files\Traffic Signal Agreement\TF-09-19 CR620 & Commerce Blvd, Sharptown Rd, Flashing Signal Agreement, Logan Twp.doc

RESOLUTION NO. 71–2018

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF LOGAN AUTHORIZING THE EXECUTION OF TRAFFIC SIGNAL AGREEMENT WITH THE COUNTY OF GLOUCESTER

WHEREAS, traffic conditions exist at the intersection of Center Square Road (County Route 620) and Commerce Boulevard/Sharptown Road such that the installation and operation of a traffic signal light is necessary; and

WHEREAS, the County of Gloucester has agreed to design, install, maintain and operate a traffic signal at the aforementioned intersection pursuant to the terms and conditions of a certain Traffic Signal Agreement, attached hereto; and

WHEREAS, it is in the best interests of the residents of the Township of Logan that a traffic signal is installed at the intersection of Center Square Road (County Route 620) and Commerce Boulevard/Sharptown Road, subject to the attached Traffic Signal Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Logan, County of Gloucester, State of New Jersey, that the Mayor and Clerk of the Township of Logan are hereby authorized to execute the Traffic Signal Agreement between the Township of Logan and the County of Gloucester in the form attached hereto.

ADOPTED at a Regular Meeting of the Logan Township Council held February 20, 2018.

TOWNSHIP OF LOGAN

FRANK W. MINOR, Mayor

ATTEST:

Linda L. Oswald

LINDA L. OSWALD, Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Council of the Township of Logan, County of Gloucester, State of New Jersey, at a meeting held by the same on February 20, 2018 in the Logan Township Municipal Building, 125 Main Street, Bridgeport, New Jersey.

Linda L. Oswald

LINDA L. OSWALD
Clerk

C-3

RESOLUTION AUTHORIZING CHANGE ORDER #03-FINAL (DECREASE) WITH SOUTH STATE, INC.

WHEREAS, the County of Gloucester (hereinafter "County") received public bids on February 1, 2017 for the construction of a County road improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations throughout Gloucester County", Engineering Project #17-07 (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on March 1, 2017 a Contract for the Project was awarded to South State, Inc. of 202 Reeves Road, (P.O. Box 68) Bridgeton, NJ 08302 for $233,000.00; and

WHEREAS, the County Engineer has recommended Change Order #03-Final to decrease the Contract for the Project by $58,575.95, which is necessary for final adjustment of quantities, resulting in a new total contract amount of $210,124.05.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #03-Final to decrease the Contract with South State, Inc. by $58,575.95, resulting in a new total Contract amount of $210,124.05 for the Project is hereby approved; and, that the Director of the Board is authorized and directed to execute and the Clerk of the Board to attest to said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State, Inc.
P.O. Box 68
Bridgeton, NJ 08302

2. Description of Project or Contract: Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade - Various Locations

3. Date of Original Contract: 3/1/2017

4. P.O. Number: 17-01662

5. Amount of Original Contract: $233,000.00

6. Amount of Previously Authorized Change Orders $35,700.00

7. Amount of this Change Order No. 3 FINAL: -$58,575.95

8. New Total Amount of Contact $210,124.05
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Final adjustment of quantities. This project is 100% State Aid Funded.

This change order requested by _____ on 3-7-18
(Department Head) (Date)

Accepted by _____ on 3/5/18
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Laurie J. Burns
Clerk of the Board

Robert M. Damminger, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 3 FINAL
STATE AID PROJECT

PROJECT	Misc. Concrete Replacement and Pedestrian Facilities Upgrade - Various Locations
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	South State, Inc.

Final Adjustment of Quantities.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
	REDUCTIONS			
1	Mobilization	0.19	$10,000.00	$1,900.00
3	9"x Variable Height Concrete Vertical Curb	383.1	$40.00	$15,324.00
4	12"x13" Concrete Sloping Curb	50	$40.00	$2,000.00
5	Concrete Sidewalk, 4" Thick	225.59	$105.00	$23,686.95
6	Detectable Warning Surface	17	$220.00	$3,740.00
7	Concrete Driveway, Reinforced, 6" Thick	18.25	$100.00	$1,825.00
9	Reset Existing Castings	15	$400.00	$6,000.00
10	Reconstructed Inlet, Type B, using New Casting	1	$1,500.00	$1,500.00
11	Reconstruct Manhole	1	$1,200.00	$1,200.00
SA-1	Reconstructed Inlet, Type B, Using Existing Casting	2	$700.00	$1,400.00
		Total Reductions		**$58,575.95**
	EXTRAS			
			$0.00	$0.00
		Total Extras		**$0.00**
	SUPPLEMENTALS			
			$0.00	$0.00
		Total Supplementals		**$0.00**

Amount of Original Contract	$233,000.00	Reduction	$58,575.95
Amount of Original Contract + Change Order No. 1	$248,000.00	Extras	$0.00
Amount of Original Contract + Change Order No. 1&2	$268,700.00	Supplemental	$0.00
Amount of Original Contract + Change Order No. 1-3	$210,124.05	Total Change	-$58,575.95

% Change in Contract -9.8180% Decrease

3-7-18

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

Approved: _____
(District Engineer) Date
(Local Highway Design)

Robert M. Damminger Date
Freeholder Director

3/5/18

(Contractor) Date

C-4

RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) WITH L.C. EQUIPMENT, INC.

WHEREAS, the County of Gloucester (hereinafter "County") received public bids on April 26, 2017 for the for the construction of the County road improvement project known as "Construction of Various Traffic Signing Throughout the County of Gloucester," Engineering Project #17-08, (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on May 17, 2017 a Contract for the Project was awarded to L.C. Equipment, Inc. with an address of 394 Rt. 49, P.O. Box 595, Tuckahoe, NJ 08250 for $230,380.00.

WHEREAS, the County Engineer has recommended Change Order #01-Final to decrease the Contract for the Project by $6,164.43, which is necessary for final adjustment of quantities, resulting in a new total contract amount of $224,215.57.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01-Final to decrease the Contract with L.C. Equipment, Inc. by $6,164.43, resulting in a new total Contract amount of $224,215.57 for the Project is hereby approved; and, that the Director of the Board is authorized and directed to execute and the Clerk of the Board to attest to said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: L.C. Equipment, LLC
   394 Route 49
   Tuckahoe, NJ 08250

2. Description of Project or Contract: Construction of Various Traffic Signings Throughout the County of Gloucester.

3. Date of Original Contract: 5/17/2017

4. P.O. Number: 17-03682

5. Amount of Original Contract: $230,380.00

6. Amount of Previously Authorized Change Order $0.00

7. Amount of this Change Order No. 1 FINAL: -$6,164.43

8. New Total Amount of Contact $224,215.57
   (Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Final adjustment of quantities. This project is 100% State Aid Funded.

This change order requested by _____ on 3-8-18
(Department Head) (Date)

Accepted by Elizabeth C. Conrad on 3/8/2018
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Laurie J. Burns Robert M. Damminger, Director
Clerk of the Board

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 FINAL
STATE AID PROJECT

PROJECT	Construction of Various Traffic Signing Throughout the County of Gloucester
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	L.C. Equipment, LLC

Final adjustment of quanties for this project.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
	REDUCTIONS			
			$0.00	$0.00
5	Mast Arm Signs	222.5	$45.00	$10,012.50
			$0.00	$0.00
		Total Reductions		**$10,012.50**
	EXTRAS			
			$0.00	$0.00
1	Regulatory, Warning and Guide Signs	18.97	$25.95	$492.27
3	Reflective U Post Inserts	84	$39.95	$3,355.80
			$0.00	$0.00
		Total Extras		**$3,848.07**
	SUPPLEMENTALS			
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
		Total Supplementals		**$0.00**

Amount of Original Contract	$230,380.00	Reduction	$10,012.50
Amount of Original Contract + Change Order No. 1	$224,215.57	Extras	$3,848.07
		Supplemental	$0.00
		Total Change	**-$6,164.43**
% Change in Contract	-2.6758% Decrease		

Vincent M. Voltaggio, P.E. Date 3-8-18
Gloucester County Engineer

Approved: _____
(District Engineer) Date
(Local Highway Design)

Robert M. Damminger Date
Freeholder Director

Elizabeth A Conrad 3/8/18
(Contractor) Date
President

C-5

RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A. FOR $104,931.86

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for construction management and inspection services for the resurfacing and safety improvements to Main Road (C.R. 555) from Tuckahoe Road (C.R. 557) to Harding Highway (Route US 40) in the Township of Franklin, Engineering Project #16-12FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals via RFP-018-019 from interested providers, evaluated those proposals consistent with the County's procurement process and applicable law and concluded that Maser Consulting, P.A. of 2000 Midlantic Drive, Suite 100, Mt. Laurel, NJ 08054, made the most advantageous proposal and was qualified to provide said services for $104,931.86; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) this contract for professional services may be awarded without public advertising for bids; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of $104,931.86 pursuant to CAF #18-01885, which amount shall be charged against budget line item G-02-17-700-000-12252.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with Maser Consulting, P.A. for the Project referenced hereinabove as set forth in RFP-018-019, for $104,931.86 commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
MASER CONSULTING, P.A.

THIS CONTRACT is made this **21st** day of **March, 2018**, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **MASER CONSULTING, P.A.**, a New Jersey Corporation with offices at 2000 Midlantic Drive, Suite 100, Mt. Laurel, NJ 08054, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services as per **RFP-18-019** regarding construction management and inspection services for the resurfacing and safety improvements to Main Road (C.R. 555) from Tuckahoe Road (C.R. 557) to Harding Highway (Route US 40) in the Township of Franklin, Engineering Project #16-12FA.

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Contractor's proposal dated February 22, 2018 which was submitted in response to the County's Request for Proposal, **RFP-018-019**. The Proposal is incorporated into and made part of this Contract by reference. Contractor shall be paid the total amount of **$104,931.86.**

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in **RFP-018-019**, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-018-019.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the

period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

18. <u>CONTRACT PARTS</u>. This Contract consists of this Contract document, **RFP-018-019** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-018-019**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-018-019**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **21st** day of **March, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**MASER CONSULTING, P.A.**
_____	_____
	By: *(print)* **Title:**

County of Gloucester Purchasing Department

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

Pg 1

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01885

ORDER DATE: 03/08/18
REQUISITION NO: R8-02116
DELIVERY DATE:
STATE CONTRACT: RFP-18-019
ACCOUNT NUM:

SHIP TO
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

~~VENDOR #: MASER010~~

VENDOR
MASER CONSULTING P.A.
331 NEWMAN SPRINGS ROAD
SUITE 203
RED BANK, NJ 07701

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROFESSIONAL SERVICES CONTRACT RFP-18-019 CONSTRUCTION INSPECTION & MANAGEMENT OF THE RESURFACING AND SAFETY IMPROVEMENTS TO MAIN ROAD FROM HARDING HIGHWAY, ROUTE US 40 TO TUCKAHOE ROAD, FRANKLIN TOWNSHIP ENGINGEERING PROJECT #16-12FA PASSED BY RESOLUTION: MARCH 21, 2018 **TO BE TAKEN IN PARTIALS**	G-02-17-700-000-12252 Main Rd CR555 from Rt 40 to	104,931.8600 Tuckahoe(F)	104,931.86
		TOTAL		104,931.86

CLAIMANT'S CERTIFICATION & DECLARATION

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

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Tracy N. Gardere
TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR RESURFACING AND SAFERT IMPROVEMENTS TO MAIN ROAD

TOWNSHIP OF FRANKLIN , GLOUCESTER COUNTY

PROJECT COST & WORK HOUR PROPOSAL FORM

TASK	DESCRIPTION	PVII *PRINCIPLE CONSTR. MANAGER*	PVI *CONSTR. PROJECT MANAGER*	PV *TECHNICAL MANAGER/SR. PROJECT PROF.*	PIV *RESIDENT ENGINEER 8 HR/DAY*	PIV *RESIDENT ENGINEER AVG. OVERTIME*	PIII *LEAD INSPECTOR 8 HR/DAY*	PII *TECHNICAL PROF./ CONSTR. INSPECTOR*	ET5 *SR. TECH/ SR. INSP.*	ET4 *SR. TECH/ SR. INSP.*	ET3 *PARTY CHIEF/SR. DRAFTSMAN*	Tech Sec *Tech. Sec.*	TOTAL HOURS
	Construction Management												
	Construction Inspection - 90 Days				520	40						24	584
	Contract Administration												
3	Meetings (Pre-con, Utility, Progress)	16	32		16							2	66
4	Shop Drawing Coordination/Review		8									4	12
5	Testing Coordination/Review		8									4	12
6	Change Order Review/Recommendation	12	32									2	46
7	Contract Payment Review/Recommendation 4 Payments		16									4	20
8	As-Built Review and Preparation		8	8								2	18
9	Progress Reports/Certifications		16									2	18
10	County Project Closeout		8		16							4	28
11	Environmental Overview											2	2
	NJDOT Federal Review												
12	Various Buy American/Payroll Review		32										32
13	Monthly Review and Report Submission		32	32									64
	(a) Man-hours	28	192	40	552	40	0	0	0	0	0	50	902
	(b) Direct Salary Rate (See Note 1)	$76.00	$58.40	$36.76	$36.80	$62.25	$46.30	$24.00	$36.00	$30.00	$80.00	$25.00	
	(a) Direct Labor Cost	$2,128.00	$11,212.80	$1,470.40	$20,313.60	$2,490.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,250.00	$38,864.80
	Multiplier (See Note 2)	1.2379	1.2379	1.2379	1.2379	1.2379	1.2379	1.2379	1.2379	1.2379	1.2379	1.2379	
	(b) Overhead Cost	2,634.251	$13,880.33	$1,820.21	$25,146.21	$3,082.37	$0.00	$0.00	$0.00	$0.00	$0.00	$1,547.38	$48,110.74
	Total Direct Labor + Overhead	4,762.251	$25,093.13	$3,290.61	$45,459.81	$5,572.37	$0.00	$0.00	$0.00	$0.00	$0.00	$2,797.38	
	Fixed Fee Percent	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	
	(c) Fixed Fee Cost	$212.80	$1,121.28	$147.04	$2,031.36	$249.00	$0.00	$0.00	$0.00	$0.00	$0.00	$125.00	$3,886.48
	TOTAL LABOR COST: (a) + (b) + ('c')	$ 4,975.05	$ 26,214.41	$ 3,437.65	$ 47,491.17	$ 5,821.37	$ -	$ -	$ -	$ -	$ -	$ 2,922.38	$90,862.02

DIRECT EXPENSES	
SUBCONSULTANTS	$ 13,919.84
Night Work	$ -
SUBTOTAL - Sub-Consultants	$ 13,919.84
Shop Inspection & Testing Allowance (CTL)	$ -
Reproduction	$ 100.00
Postage/Delivery	$ 50.00
Transportation - Off Site Shop Review	$ -
Overtime for Resident Engineer	$ -
Out of Pocket Expenses	$ -
SUBTOTAL - Misc. Expenses	
TOTAL DIRECT EXPENSES	$ 14,069.84

NOTE:
1. Direct Salary Rate does not include employee benefits.
2. Direct Expense will be billed at invoice costs (no profit or overhead)
3. Overhead includes, mileage, communication, lodging, meals and indirect expenses
4. Maser's NJDOT FAR rate is 1.728

TOTAL LABOR COST	$90,862.02
TOTAL DIRECT EXPENSES	$ 14,069.84
TOTAL PROJECT COST	$ 104,931.86

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

2000 Midlantic Drive, Suite 100
Mount Laurel, NJ 08054
T: 856.797.0412
F: 856.722.1120
www.maserconsulting.com

February 22, 2018

Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

RE: Request for Proposal for County of Gloucester RFP # 18-019
Construction Management & Inspection Services for the Resurfacing
and Safety Improvements to Main Road, County Route 555 from Tuckahoe Road,
County Route 557 to Harding Highway, Route US 40 in the Township of Franklin,
Federal Project Number STP-0555(300), Engineering Project Number 16-12FA
MC Proposal No. 18000546P

Dear Mr. Mercanti:

Maser Consulting P.A. appreciates the opportunity to submit one (1) original and five (5) copies of our proposal to provide for Professional Construction Management & Inspection Services. Maser Consulting is an award-winning, multi-disciplined firm with a team of experienced professionals who have been providing an extensive array of services to public sector clients throughout New Jersey since 1984.

As you review our submittal, you will see that Maser Consulting has an excellent reputation and extensive experience to perform and carry out any services related to Construction Management and Inspection Services. We believe the team we have assembled to provide the required services has the necessary experience, leadership, and training to successfully complete all of the tasks involved in successfully completing this project. We are dedicated to ensuring safe and smooth projects that are completed on time and within budget.

I will be the project manager and lead all construction management services provided for the County. My experience includes a wide range of technical pursuits, from planning and design through construction completion and occupancy.

The Mt. Laurel office will be utilized for this project. Our team will be available twenty-four hours a day for meetings, conferences and any emergencies that may arise on the project and will be able to meet at the County offices or on site. Our subconsultant, Naik Group, a certified DBE, will meet the 12.49% compliance.

Thank you for your consideration. We look forward to working with you. If there are any questions or you require further information, please feel free to contact me at 732-383-1950 ext. 3486 or via email at pnolan@maserconsulting.com.

Very truly yours,
MASER CONSULTING P.A.

Paul Nolan, PE, CPWM
Principal/Department Manager/Construction

BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.
RFP-18-019 Construction Management Services – Resurfacing Main Rd. Phase I – Maser Consulting

EVALUATION FACTORS **Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.**	SCORE
A. **Technical Proposal contains all required information** All required documentation submitted. **5 points**	5
B. **Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.** Vince Baglivo very good state and federal experience as well as performed well on past County Projects. He knows our requirements and works well with County Staff. **30 points.**	30
C. **Relevance and Extent of Similar Engagements performed** Maser listed many similar projects with Vince b as Project Manager. Good similar past experience. **30 points.**	29
D. **Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability** Maser provided a good project understanding of our County, NJDOT & Federal requirements of this project. They provided a good list of items including project budget and project close out requirements. **35 points.**	34
TOTALS	98

C-6

RESOLUTION AUTHORIZING A CONTRACT WITH SICKELS & ASSOCIATES, INC. FOR $171,550.00

WHEREAS, the County of Gloucester (hereinafter the "County") has need to obtain engineering design services for "Repaupo Creek & White Sluice Race Levee Pump Stations in Greenwich Township", Engineering Project #16-07 (hereinafter the "Project"); and

WHEREAS, the County requested proposals via RFP-018-020 from interested providers, evaluated those proposals consistent with the County's procurement process and applicable law and concluded that Sickels & Associates, Inc. with an office address of 833 Kings Highway, Woodbury, NJ 08096, made the most advantageous proposal and was qualified to provide said services for a total contract amount of $171,550.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i) this contract for professional services may be awarded without public advertising for bids; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract through CAF #18-01887, which amount shall be charged against budget line item C-04-17-019-165-15208 for $171,550.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to a contract with Sickels & Associates, Inc. for the Project referenced hereinabove as per RFP-018-020 for $171,550.00, commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01887

ORDER DATE: 03/08/18
REQUISITION NO: R8-02122
DELIVERY DATE:
STATE CONTRACT: RFP-18-020
ACCOUNT NUM:

Pg 1

SHIP TO
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

VENDOR #: SICKL010

VENDOR
SICKELS & ASSOCIATES, INC.
SHERWOOD MEWS
833 KINGS HIGHWAY
WOODBURY, NJ 08096-3110

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROFESSIONAL SERVICES CONTRACT RFP-18-020 SURVEYING AND ENGINEERING SERVICES FOR THE REPAUPO CREEK LEVEE PUMP STATION IN GREENWICH TOWNSHIP ENGINEERING PROJECT #16-07 PASSED BY RESOLUTION: MARCH 21, 2018 **TO BE TAKEN IN PARTIALS**	C-04-17-019-165-15208 Levee Pump Station Improvements Del. Riv	171,550.0000	171,550.00
			TOTAL	171,550.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Tracey Gardner
TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
SICKELS & ASSOCIATES, INC.

THIS CONTRACT is made this **21st** day of **March, 2018**, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SICKELS & ASSOCIATES, INC.**, a New Jersey Corporation with offices at 833 Kings Highway, Woodbury, NJ 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering design services as per **RFP-018-020** regarding "Repaupo Creek & White Sluice Race Levee Pump Stations in Greenwich Township", Engineering Project #16-07 (hereinafter the "Project").

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Contractor's proposal dated February 22, 2018 which was submitted in response to the County's Request for Proposal, **RFP-018-020**. The Proposal is incorporated into and made part of this Contract by reference. Contractor shall be paid the total amount of **$171,550.00**.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in **RFP-018-020**, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-018-020.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the

period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

18. <u>CONTRACT PARTS</u>. This Contract consists of this Contract document, **RFP-018-020** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-018-020**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-018-020**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **21st** day of **March, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SICKELS & ASSOCIATES, INC.

_____

_____

By: *(print)*
Title:

BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-18-020 Repaupo Creek Pump Station – Sickels

EVALUATION FACTORS **Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.**	**SCORE**
A. **Technical Proposal contains all required information** All required documentation submitted. **___5___ points**	**5**
B. **Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.** Sickels has Mark Brunermer PE and Erik Biermann PE both have excellent experience with pump station experience and knowledge of the project area and existing conditions and needs. **___25___ points.** .	**25**
C. **Relevance and Extent of Similar Engagements performed** Sickels has designed, permitted, & completed several very similar pump stations along the Delaware River. These were completed by both Mark & Erik. **___25___ points.**	**25**
D. **Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability** Sickels has included a very detailed proposal for completing this project. They have included a good understating of the project and demonstrated knowledge of the federal and state requirements needed for approval. **___25___ points.**	**24**
E. **Reasonableness of Cost Proposal** _Sickels has provided a very complete & reasonable cost proposal for this project. **___20___ points.**	**20**
TOTALS	**99**

SICKELS & ASSOCIATES, INC.

Engineers • Planners • Surveyors

February 22, 2018

County of Gloucester
Purchasing Department
Two South Broad Street
Woodbury, New Jersey 08096

Attention: Pete Mercanti, Director

RE: PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR REPAUPO CREEK & WHITE SLUICE RACE LEVEE PUMP STATIONS, GREENWICH TOWNSHIP, NJ COUNTY RFP-18-020 S&A PROPOSAL NO. 2018-13

Dear Mr. Mercanti:

Sickels & Associates, Inc. would like to thank you for the opportunity to submit this request for proposal for your proposed project in Greenwich Township. We believe that our company, with its staff and experience, is well positioned to provide Gloucester County with the professional services that are needed to successfully complete the engineering design for the pump stations.

Enclosed please find one (1) original & (4) copies of our response to the Request for Proposal for engineering design services for the above project.

Please advise us, at your convenience, if you need any additional information from us.

Very truly yours,

SICKELS & ASSOCIATES, INC.

Patricia A. Owens
Secretary & Treasurer

pao

Sherwood Mews • 833 Kings Highway
Woodbury, New Jersey 08096-3110
(856) 848-6800 FAX (856) 848-8520
www.sickelsassoc.com

3. Two (2) copies of bound, signed and sealed final quantity calculations.CD file copy of all plans in AutoCAD, including AutoCAD pen table file, and layer format list.
4. Bar chart construction schedule.
5. Final Engineer's estimate.
6. Original copy of all approved permits.
7. Document summarizing Phase III comments and responses.
8. Two (2) copies of monthly progress reports.

CONSULTING FEE FOR SERVICES RENDERED

Based on the understanding of the project and description of service, our total consulting fee to complete the various activities described herein is estimated at **$169,050.00** plus the cost of applicable reimbursable expenses which will be invoiced separately.

Said consulting fee is apportioned in accordance with the following breakdown:

PHASE I	Preliminary Design/Traffic Study	$46,066.00
PHASE II	Final Design (50%)	$62,970.00
PHASE III	Final Design (90%)	$54,032.00
PHASE IV	Completed Construction Plans (100%)	$ 5,982.00
	TOTAL COST	**$169,050.00**

We anticipate blueprint and specification printing costs for governmental agency review to be $2,500.00.

Please note that the cost breakdown of the consulting fee by the schedule of hours, hourly rates, and consultant fees are an estimate and approximation of the actual project work and we reserve the right to reallocate the hours, personnel, and fee structure as necessary to complete the work described herein. Please also note that it may be necessary for some of the phases/tasks to proceed out of the order specified in the RFP and as listed in this proposal in order to meet the required construction deadline(s) and timing requirements imposed and dictated by the project funding. Therefore it may be that some work must proceed to the next phase prior to all tasks being completed in the prior phase.

Sickels & Associates is prepared to commence work immediately upon receipt of authorization. This proposal assumes that authorization to proceed will be issued within sixty (60) days from the date of this proposal. The terms and conditions of this proposal shall remain in effect for sixty (60) days.

We have enclosed *one (1) signed original and five (5) signed copies* of this proposal. If you concur with our Description of Services, Consulting Fee, and Terms and Conditions, please initial

RESOLUTION AUTHORIZING A CONTRACT WITH KANE COMMUNICATIONS, LLC FOR $234,923.00

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for "Traffic Signalization of Center Square Road (C.R. 620) and Commerce Boulevard and Sharptown Road in Logan Township", Engineering Project #18-01 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on February 23, 2018, and after following proper public bidding procedure it was determined that Kane Communications, LLC with an office address of 572 Whitehead Road, Suite 201, Trenton, NJ 08619-4804 was the lowest responsive and responsible bidder for $234,923.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend the award of this contract to Kane Communications, LLC for $234,923.00, which contract shall be awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4 a certificate of availability has been provided by the County Treasurer certifying funds in the amount of $234,923.00 pursuant to CAF #18-01888, which amount shall be charged against budget line items T-03-08-512-165-13242 for $159,712.91 and C-04-15-012-165-13242 for $75,210.09.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Kane Communications, LLC for the Project referenced hereinabove for $234,923.00, commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 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
KANE COMMUNICATIONS

THIS CONTRACT is made effective the **21st** day of **March 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **KANE COMMUNICATIONS,** with offices at 572 Whitehead Road, Suite 201, Trenton, NJ 08619-4804 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for the installation of traffic signalization at Center Square Road (C.R. 620) and Commerce Boulevard and Sharptown Road in Logan Township", known as Engineering Project **#18-01** (hereinafter the "Project").

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

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

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

TERMS OF AGREEMENT

1. TERM. Contractor shall complete all work required for the Project in accordance with the bid documents, commencing March 21, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. The Contractor shall be compensated for services relative to the Project in the amount of $234,923.00 as per the Specifications issued by the County identified as #18-01 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in this Contract and the Specifications #18-01, which are incorporated herein in their entirety and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or

become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

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

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications #18-01, and the Bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of the **21st** day of **March, 2018.**

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

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER,** **DIRECTOR**
ATTEST:	**KANE COMMUNICATIONS**
_____	_____
	By: **Title:**

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1	Construction Layout	1	L.S	$2,085.00	$2,085.00
2	Clearing Site	1	L.S.	$14,425.00	$14,425.00
3	9" x 18" Concrete Vertical Curb	150	L.F.	$24.20	$3,630.00
4	Concrete Sidewalk, 4" Thick	120	S.Y.	$50.50	$6,060.00
5	Detectable Warning Surface	10	S.Y.	$600.00	$6,000.00
6	No Item	-	-	$0.00	$0.00
7	Traffic Stripes, Long-Life, Epoxy Resin 4"	1,300	L.F.	$1.60	$2,080.00
8	Traffic Markings, Long Life, Symbols Thermoplastic	160	S.F.	$6.30	$1,008.00
9	Traffic Markings, Long Life, Lines Thermoplastic	1,000	L.F.	$1.10	$1,100.00
10	Regulatory Warning and Guide Signs	50	S.F.	$50.00	$2,500.00
11	No Item	-	-	$0.00	$0.00
12	Removal of Traffic Stripes and Markings	500	L.F.	$2.10	$1,050.00
13	Controller Assemblies	1	Unit	$25,400.00	$25,400.00
14	Meter Cabinet, Type T	1	Unit	$2,875.00	$2,875.00
15	Foundation, Type P-MC	1	Unit	$2,375.00	$2,375.00
16	Foundation, Type STF	2	Unit	$5,000.00	$10,000.00
17	Foundation, Type SFK	1	Unit	$1,800.00	$1,800.00
18	Foundation, Type SFT	4	Unit	$1,250.00	$5,000.00
19	No Item	-	-	$0.00	$0.00
20	Traffic Signal Standard, Steel	2	Unit	$5,220.00	$10,440.00
21	Traffic Signal Standard, Aluminum	5	Unit	$1,550.00	$7,550.00
22	Traffic Signal Assemblies, Type S	3	Unit	$4,100.00	$12,300.00
23	Traffic Signal Assemblies, Type MK	1	Unit	$2,060.00	$2,060.00
24	Traffic Signal Assemblies, Type M	2	Unit	$1,000.00	$2,000.00
25	No Item	-	-	$0.00	$0.00
26	Image Detector	4	Unit	$4,670.00	$8,680.00
27	18" x 36" Junction Box	6	Unit	$2,100.00	$12,600.00
28	Traffic Signal Head	18	Unit	$850.00	$15,300.00
29	Push Button with R10-3e Sign	6	Unit	$445.00	$2,670.00

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
30	2 1/2" Rigid Metallic Conduit	115	L.F.	$26.00	$2,990.00
31	3" Rigid Metallic Conduit	500	L.F.	$42.00	$21,000.00
32	Traffic Signal Cable, 10 Conductor	1700	L.F.	$2.00	$3,400.00
33	Traffic Signal Cable, 5 Conductor	3000	L.F.	$2.35	$7,050.00
34	Service Wire, No.: 6	450	L.F.	$3.00	$1,350.00
35	Pedestrian Signal Head	6	Unit	$775.00	$4,650.00
36	No Item	-	-	$0.00	$0.00
37	Controller Turn-on	1	Unit	$2,540.00	$2,540.00
38	Overhead Mast Arm Signs	4	Unit	$575.00	$2,300.00
39	Breakaway Barricade	12	Unit	$50.00	$600.00
40	Drum	30	Unit	$20.00	$600.00
41	Traffic Cone	30	Unit	$1.00	$30.00
42	Construction Signs	500	Unit	$7.75	$3,875.00
43	Flashing Arrow Board, 4' x 8'	1	Unit	$350.00	$350.00
44	Traffic Control Truck with Mounted Crash Cushion	1	Unit	$500.00	$500.00
45	Portable Variable Message Sign	1	Unit	$500.00	$500.00
46	Police Traffic Directors	200	M.H.	$60.00	$12,000.00

TOTAL BID $ 234,923.00

SUMMARY OF BIDS

SPECIFICATION NO. 18-01

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4 Kane Communications 572 Whitehead Road, Ste. 201 Trenton, NJ 08619 p 609-586-8800 f 609-586-8555 Melissa M. Kane, President dpost@kanecomm.com Unit Price	Amount	bidder 2 of 4 Techna-Pro Electric 100 Pike Road, Bldg. B Mount Laurel, NJ 08054 p 856-802-9940 f 856-802-9440 Mike Cerula, President mcerula@techna-pro.com Unit Price	Amount	bidder 3 of 4 Berenato Contractors, Inc. 160 South Second Road Hammonton, NJ 08037 p 609-561-0722 f 609-561-8027 Dawn Berenato, President cberenato@comcast.net Unit Price	Amount	bidder 4 of 4 Carr & Duff, Inc. 2100 Byerney Road Huntingdon Valley, PA 19006 p 215-416-2365 X162 f 215-675-9800 Robert W. Duff, President brian@carrduff.com Unit Price	Amount
26	Image Detector	4	Unit	$4,670.00	$18,680.00	$5,700.00	$22,800.00	$5,420.00	$21,680.00	$7,810.00	$31,240.00
27	18" x 36" Junction Box	6	Unit	$2,100.00	$12,600.00	$1,800.00	$10,800.00	$2,052.00	$12,312.00	$3,110.00	$18,660.00
28	Traffic Signal Head	18	Unit	$850.00	$15,300.00	$862.00	$15,516.00	$1,130.00	$20,340.00	$985.00	$17,730.00
29	Push Button with R10-3e Sign	6	Unit	$445.00	$2,670.00	$293.00	$1,758.00	$469.00	$2,814.00	$580.00	$3,480.00
30	2 1/2" Rigid Metallic Conduit	115	L.F.	$26.00	$2,990.00	$22.00	$2,530.00	$30.00	$3,450.00	$56.00	$6,440.00
31	3" Rigid Metallic Conduit	500	L.F.	$42.00	$21,000.00	$22.00	$11,000.00	$45.00	$22,500.00	$95.00	$47,500.00
32	Traffic Signal Cable, 10 Conductor	1700	L.F.	$2.00	$3,400.00	$2.00	$3,400.00	$2.15	$3,655.00	$3.50	$5,950.00
33	Traffic Signal Cable, 5 Conductor	3000	L.F.	$2.35	$7,050.00	$1.00	$3,000.00	$1.58	$4,740.00	$2.60	$7,800.00
34	Service Wire, No.: 6	450	L.F.	$3.00	$1,350.00	$2.00	$900.00	$2.85	$1,282.50	$3.20	$1,440.00
35	Pedestrian Signal Head	6	Unit	$775.00	$4,650.00	$768.00	$4,608.00	$822.00	$4,932.00	$695.00	$4,170.00
36	No Item	-	-		$0.00		$0.00		$0.00		$0.00
37	Controller Turn-on	1	Unit	$2,540.00	$2,540.00	$2,900.00	$2,900.00	$6,670.00	$6,670.00	$2,200.00	$2,200.00
38	Overhead Mast Arm Signs	4	Unit	$575.00	$2,300.00	$762.00	$3,048.00	$700.00	$2,800.00	$900.00	$3,600.00
39	Breakaway Barricade	12	Unit	$50.00	$600.00	$10.00	$120.00	$0.01	$0.12	$50.00	$600.00
40	Drum	30	Unit	$20.00	$600.00	$60.00	$1,800.00	$0.01	$0.30	$60.00	$1,800.00
41	Traffic Cone	30	Unit	$1.00	$30.00	$12.00	$360.00	$1.00	$30.00	$20.00	$600.00
42	Construction Signs	500	Unit	$7.75	$3,875.00	$8.00	$4,000.00	$1.00	$500.00	$13.00	$6,500.00
43	Flashing Arrow Board, 4' x 8'	1	Unit	$350.00	$350.00	$1.00	$1.00	$500.00	$500.00	$2,500.00	$2,500.00
44	Traffic Control Truck with Mounted Crash Cushion	1	Unit	$500.00	$500.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00	$4,500.00	$4,500.00
45	Portable Variable Message Sign	1	Unit	$500.00	$500.00	$1,500.00	$1,500.00	$1,200.00	$1,200.00	$2,500.00	$2,500.00
46	Police Traffic Directors	200	M.H.	$60.00	$12,000.00	$60.00	$12,000.00	$60.00	$12,000.00	$60.00	$12,000.00
				Total Bid	$234,923.00	Total Bid	$242,424.00	*Total Bid	$250,525.92	**Total Bid	$395,806.00

* Work to be completed by the bidder did not exceed 50% of the value of the contract.

**Missing NJ Business Registration, and Public Works Registration Certificates for the bidder and subcontractors.

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

3-1-18
date

V:\Projects\18-01\Bid Summary\18-01 Summary of Bids

Office of the County Engineer
County of Gloucester

Traffic Signalization of Center Square Road, County Route 620, with Commerce Boulevard and Sharptown Road in the Township of Logan, Gloucester County, New Jersey

Engineering Project #18-01

Bid Date:Friday, February 23, 2018 Bid Time: 10:00 am

SUMMARY OF BIDS

SPECIFICATION NO. 18-01

				bidder 1 of 4 Kane Communications 572 Whitehead Road, Ste. 201 Trenton, NJ 08619 p 609-586-8800 f 609-586-8555 Melissa M. Kane, President dpost@kanecomm.com		bidder 2 of 4 Teolina-Pro Electric 100 Pike Road, Bldg. B Mount Laurel, NJ 08054 p 856-802-9940 f 856-802-9440 Mike Cerula, President mcerula@techria-pro.com		bidder 3 of 4 Berenato Contractors, Inc. 160 South Second Road Hammonton, NJ 08037 p 609-561-0722 f 609-561-8027 Dawn Berenato, President cberenato@comcast.net		bidder 4 of 4 Carr & Duff, Inc. 2100 Byerroy Road Huntingdon Valley, PA 19006 p 215-416-2365 X162 f 215-675-9800 Robert W. Duff, President brian@carrduff.com	
Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Layout	1	L.S.	$2,085.00	$2,085.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00
2	Clearing Site	1	L.S.	$14,425.00	$14,425.00	$6,250.00	$6,250.00	$5,000.00	$5,000.00	$37,500.00	$37,500.00
3	9" x 18" Concrete Vertical Curb	150	L.F.	$24.20	$3,630.00	$50.00	$7,500.00	$23.00	$3,450.00	$120.00	$18,000.00
4	Concrete Sidewalk, 4" Thick	120	S.Y.	$50.50	$6,060.00	$60.00	$7,200.00	$48.00	$5,760.00	$190.00	$22,800.00
5	Detectable Warning Surface	10	S.Y.	$600.00	$6,000.00	$300.00	$3,000.00	$585.00	$5,850.00	$1,250.00	$12,500.00
6	No Item	-	-		$0.00		$0.00		$0.00		$0.00
7	Traffic Stripes, Long-Life, Epoxy Resin 4"	1,300	L.F.	$1.60	$2,080.00	$1.65	$2,145.00	$1.50	$1,950.00	$1.65	$2,145.00
8	Traffic Markings, Long Life, Symbols Thermoplastic	160	S.F.	$6.30	$1,008.00	$7.00	$1,120.00	$6.00	$960.00	$6.60	$1,056.00
9	Traffic Markings, Long Life, Lines Thermoplastic	1,000	L.F.	$1.10	$1,100.00	$1.25	$1,250.00	$1.05	$1,050.00	$1.15	$1,150.00
10	Regulatory Warning and Guide Signs	50	S.F.	$50.00	$2,500.00	$40.00	$2,000.00	$35.00	$1,750.00	$40.00	$2,000.00
11	No Item	-	-		$0.00		$0.00		$0.00		$0.00
12	Removal of Traffic Stripes and Markings	500	L.F.	$2.10	$1,050.00	$2.20	$1,100.00	$2.00	$1,000.00	$2.20	$1,100.00
13	Controller Assemblies	1	Unit	$25,400.00	$25,400.00	$26,933.00	$26,933.00	$24,720.00	$24,720.00	$31,600.00	$31,600.00
14	Meter Cabinet, Type T	1	Unit	$2,875.00	$2,875.00	$3,100.00	$3,100.00	$2,550.00	$2,550.00	$2,790.00	$2,790.00
15	Foundation, Type P-MC	1	Unit	$2,375.00	$2,375.00	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$3,110.00	$3,110.00
16	Foundation, Type STF	2	Unit	$5,000.00	$10,000.00	$6,500.00	$13,000.00	$6,000.00	$12,000.00	$2,995.00	$5,990.00
17	Foundation, Type SFK	1	Unit	$1,800.00	$1,800.00	$2,500.00	$2,500.00	$2,400.00	$2,400.00	$3,110.00	$3,110.00
18	Foundation, Type SFT	4	Unit	$1,250.00	$5,000.00	$1,700.00	$6,800.00	$1,350.00	$5,400.00	$4,750.00	$19,000.00
19	No Item	-	-		$0.00		$0.00		$0.00		$0.00
20	Traffic Signal Standard, Steel	2	Unit	$5,220.00	$10,440.00	$6,700.00	$13,400.00	$5,650.00	$11,300.00	$5,995.00	$11,990.00
21	Traffic Signal Standard, Aluminum	5	Unit	$1,550.00	$7,750.00	$2,437.00	$12,185.00	$2,600.00	$13,000.00	$2,640.00	$13,200.00
22	Traffic Signal Assemblies, Type S	3	Unit	$4,100.00	$12,300.00	$4,231.00	$12,693.00	$3,520.00	$10,560.00	$4,495.00	$13,485.00
23	Traffic Signal Assemblies, Type MK	1	Unit	$2,060.00	$2,060.00	$2,721.00	$2,721.00	$1,920.00	$1,920.00	$2,800.00	$2,800.00
24	Traffic Signal Assemblies, Type M	2	Unit	$1,000.00	$2,000.00	$1,993.00	$3,986.00	$1,250.00	$2,500.00	$2,135.00	$4,270.00
25	No Item	-	-		$0.00		$0.00		$0.00		$0.00

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01888

Pg 1

SHIP TO
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

~~VENDOR #: KANEC010~~

VENDOR
KANE COMMUNICATIONS, LLC
572 WHITEHEAD ROAD, SUITE 201
TRENTON, NJ 08619

ORDER DATE: 03/08/18
REQUISITION NO: R8-02129
DELIVERY DATE:
STATE CONTRACT: ENG 18-01
ACCOUNT NUM:

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONSTRUCTION CONTRACT FOR THE TRAFFIC SIGNALIZATION OF CENTER SQUARE ROAD AND COMMERCE BOULEVARD IN LOGAN TOWNSHIP ENGINEERING PROJECT #18-01 PASSED BY RESOLUTON: MARCH 21, 2018	T-03-08-512-165-13242 Signalize Center Sq. & Commerce (Logan)	159,712.9100	159,712.91
1.00	** TO BE TAKEN IN PARTIALS **	C-04-15-012-165-13242 Signalize Center Sq & Commerce-Logan(SA)	75,210.0900	75,210.09
			TOTAL	234,923.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Tracey N. Gendron
TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FROM MARCH 8, 2018 TO MARCH 7, 2019 IN AN AMOUNT NOT TO EXCEED $150,000.00 PER CONTRACT

E-1

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for engineering/surveying services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

WHEREAS, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Bach Associates, 304 White Horse Pike, Haddon Heights, NJ, 08035,
- Federici and Akin, P.A., 307 Greentree Road, Sewell, NJ, 08080; and

WHEREAS, each said contract for engineering/survey services would be for estimated services, in an amount not to exceed $150,000.00, as per RFP# 18-015; and

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

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

1. That a contract(s) for engineering/survey services for land and/or development rights acquisitions by the County be awarded to: BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., for a period of one (1) year from March 8, 2018 to March 7, 2019, and each in an amount not to exceed $150,000.00, as needed; and,

2. That the Director of the Board is authorized to execute and the Clerk of the Board to attest to the contracts for the aforementioned purpose on behalf of the County; 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

E-1

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF GLOUCESTER AND BACH ASSOCIATES

THIS CONTRACT is made this **8th** day of **March, 2018**, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BACH ASSOCIATES**, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

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

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

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

TERMS OF AGREEMENT

1. **TERM OF SERVICES.** The term of services authorized under this agreement shall be for one (1) year from March 8, 2018 to March 7, 2019, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 6, 2018 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 18-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $150,000.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP# 18-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 18-015.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 18-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 18-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 18-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of March, 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 Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BACH ASSOCIATES

STEVEN M. BACH, PRESIDENT
BACH ASSOCIATES

BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.
RFP-18-015 - Engineering / Surveying – Land Preservation – Bach Associates

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. **Technical Proposal contains all required information** All required documentation submitted. 5 points	5
B. **Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.** 25 points. Staff has recent experience with local Farm/Open Space projects.	24
C. **Relevance and Extent of Similar Engagements performed** 25 points. Extensive similar Farmland/Open Space projects listed.	24
D. **Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability** 25 points. Cost is inclusive of all required items.	24
E. **Reasonableness of Cost Proposal** 20 points. Tied for lowest respondent.	20
TOTALS	97

Survey / Engineer - Land Preservation 18-015

CONTRACT CHECK LIST

FORM

N/A

Agenda Request	☐	Should be brief, stating the facts which include the parties involved, term of contract & extensions and the dollar amount of contract. **This information will also be used for the Resolution Heading.** If the contract is for the purchase of an item, briefly state what is being purchased.
Resolution Heading	☑	Should match the Agenda Request. Keep brief stating the facts.
Resolution Body	☑	Detailed information can be added to the Resolution body, for example the vendors address, description of item being purchased or service being provided, term of the contract (dates) and extension options, contract dollar amount, and reference number such as RFP number or Bid number. Make sure the contract term, extension options, and dollar amount of contract match the agenda request and contract, as well as the resolution. (Refer to the Bid specification, Bid Summary or RFP)
Blurb	☑	As much detailed information as possible and state a reason why an item is being purchased or why a service is needed.
Contract	☑	Use the proper form of Contract. **Form A** – Over $17,500 used for RFP (Professional Service) **Form A** – Over $17,500 used for Bids **Form B** – Over $17,500 used for items or services not awarded through a bid or RFP usually for Proprietary items or services (Disclosure Forms required) **Form C** – Under $17,500 Does not have to pass by Resolution and is signed by the Purchasing Department Shared Service Agreement Memorandums of Understanding Amendments – usually one page

NOTE: When Legal sends you revised contracts/resolutions or other revised documents, SAVE FOR FUTURE USE SO YOU ARE USING THE MOST UPDATED CONTRACT

Bid Summary	☑	Needed by the Legal Department for vendor information and to verify the term and dollar amount of the contract
RFP Cover Sheet & Proposal /rate sheet	☑	Needed by the Legal Department for vendor information Used as a reference to verify compensation
Disclosure Statements	☑	Needed for contracts not awarded by Bid or RFP
Requisition/CAF	☑	These two (2) forms should be sent together to the Purchasing Dept. Please state the Freeholder Meeting Date on the bottom right hand corner of the CAF Form
Retrieving Contracts from the Intra-net	☑	All departments are responsible for retrieving their fully executed contracts from the Intra-net. They are scanned and filed in a folder under the date they passed by resolution

NOTE: Please keep proposal/rate sheets and/or Bid Summaries with your contract file to verify rate information when processing requisitions

DEPARTMENT HEAD SIGNATURE _____ DATE 2/13/18

BACH
Associates

Engineers

Architects

Planners

Surveyors

Environmental
Scientists

Construction
Management

304 White Horse Pike
Haddon Heights, NJ 08035
Tel: 856 546 8611
Fax: 856 546 8612

Steven M. Bach, PE, RA, PP, CME
President

Mark R. Basehore Jr., PE, CME
Vice President – Engineering

Dirk Muits III, AIA, NCARB
Vice President – Architecture

Request for Proposal for ENGINEERING / SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FOR THE GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION AND/OR OTHER UNSPECIFICED COUNTY PROJECTS

RFP #18-015

Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

February 6, 2018

COST PROPOSAL

- Total Vendor's fee for one (1) engineering/survey report for one (1) property with a size of 50 acres:

  $ 8,000 (vendor's price).

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FEDERICI & AKIN, P.A.

THIS CONTRACT is made this **8th** day of **March, 2018**, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FEDERICI AND AKIN, P.A.,** with offices at 307 Greentree Road, Sewell, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement shall be for one (1) year from March 8, 2018 to March 7, 2019, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated January 31, 2018 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 18-015. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $150,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 18-015, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 18-015.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 18-015 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 18-015, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 18-015, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of March, 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 Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI AND AKIN, P.A.

JOSEPH P. FEDERICI, PRESIDENT
FEDERICI AND AKIN, P.A.

BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.
RFP-18-015 Engineer / Survey – Land Preservation – Federici & Akin

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. 5 points	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned. 25 points. Staff has recent experience with local Farm/Open Space projects.	24
C. Relevance and Extent of Similar Engagements performed 25 points. Extensive similar Farmland/Open Space projects listed.	24
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability 25 points. Cost is inclusive of all required items.	24
E. Reasonableness of Cost Proposal 20 points. Tied for lowest respondent.	20
TOTALS	97

FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

Qualifications Statement

Qualifications for Professional Services

Gloucester County, New Jersey

ENGINEERING/SURVEYING SERVICES FOR LAND AND/ORDEVELOPMENT RIGHT ACQUISITIONS FOR THE GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION, AND/OR OTHER UNSPECIFIED COUNTY PROJECTS: RFP-18- 015

Prepared By:

Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road
Sewell, NJ 08080
(856) 589-1400

Jan 31, 2018

Exhibit H

2018 Fee Schedule

Note:

Attorney meetings will be billed at the hourly rate indicated for 'court appearances.'

Site visits will be billed at the hourly rate of the specific personnel and not include any expenses for postage, telephone and travel.

Expenses for travel, postage, and telephone are hereby excluded from the hourly rates.

Meetings will be billed at the hourly rate of the specific personnel

An approximate total vendor's fee for 1 engineering/survey report

for 1 property with a size of 50 acres:

$ 8,000.00

E-2

RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO FOR $215,565.00

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, Verna Mulvenna, Benny Grasso and Jeanette Giordano, having presented themselves as the owners of the land and premises located in the Township of Logan (hereinafter "Logan"), and known as Block 1003, Lot 3, on the Official Tax Map of the Township of Logan (hereinafter collectively the "Property"), which consists of approximately 24.636 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Verna Mulvenna, Benny Grasso and Jeanette Giordano, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of $215,565.00, which is the total purchase price for same; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of $215,565.00, pursuant to CAF# 18-01521, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by Verna Mulvenna, Benny Grasso and Jeanette Giordano, known as Block 1003, Lot 3, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of $215,565.00;

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Verna Mulvenna, Benny Grasso and Jeanette Giordano, in regard to the County's purchase of development easements in the farm premises known as Block 1003, Lot 3, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed;

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, be, and the same hereby is authorized to attest to the any other documents necessary to complete this transaction;

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

E-2

CONTRACT TO SELL DEVELOPMENT EASEMENT

****

VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO

TO

THE COUNTY OF GLOUCESTER

****

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO,** having an address of 118 Coontown Rd, Logan Township, NJ, 08085 **(hereinafter referred to as the "Seller")**

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 **(hereinafter "Buyer")**

PROPERTY: **Lot 3, Block 1003, in the Township of Logan, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **$ 8,750.00** **ASSUMED ACREAGE: Approximately 24.636 acres**

ESTIMATED GROSS SALES PRICE: **$215,565.00**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE**

OF EXCEPTION AREAS: **NONE**

ATTACHMENTS TO CONTRACT:
A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. **PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. **EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. **TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. **EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. **BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. **ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. **ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. **REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. **COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. **LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. **TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. **DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. **NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. **NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. **SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. **PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. **SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

All property owners must sign:

BY: _____
VERNA MULVENNA

_____
Date

BY: _____
BENNY GRASSO

_____
Date

BY: _____
JEANETTE GIORDANO

_____
Date

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2018, **VERNA MULVENNA, BENNY GRASSO AND JEANETTE GIORDANO,** personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

_____
Notary

CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS, DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
VERNA MULVENNA

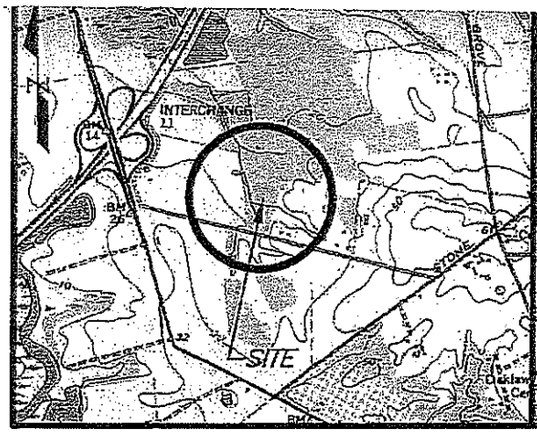
_____
Date

BY: _____
BENNY GRASSO

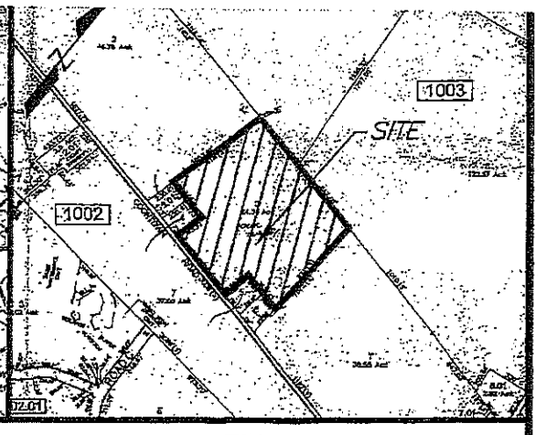
_____
Date

BY: _____
JEANETTE GIORDANO

_____
Date



BRIDGEPORT QUAD
1"=2000'



TAX MAP
N.T.S.

LEGEND OF ACQUISITION

PURPORTED OWNER: MULVENNA, VERNA & ETALS
STREET ADDRESS: 118 COONTOWN ROAD
SWEDESBORO, N.J. 08085

PROJECT NAME _____ ADMIN. AUTH. NO. _____
SURVEY REFERENCE NO. _____

BLOCK 1003 LOT 3 INTEREST _____
MUNICIPALITY TOWNSHIP OF LOGAN COUNTY GLOUCESTER

TOTAL ACRES 24.750

SUBJECT TO:
ACRES IN ROAD N/A ACRES OF NJ CLAIM N/A ACRES OF OVERLAP N/A
ACRES WATER N/A ACRES CLOUDED N/A
ACRES OF NON-SEVERABLE EXCEPTION N/A

AREA SUMMARY

TOTAL EASEMENT AREA TO CENTERLINE	24.971	ACRES
TOTAL EASEMENT AREA TO EXISTING R.O.W.	24.750	ACRES
TOTAL AREA IN FUTURE R.O.W. DEDICATION	0.114	ACRES
TOTAL AREA IN NON-SEVERABLE EXCEPTION	N/A	ACRES
TOTAL EASEMENT AREA TO BE OBTAINED	24.636	ACRES
TOTAL AREA NJ CLAIM	N/A	ACRES
TOTAL AREA OVERLAP	N/A	ACRES
TOTAL AREA UNDER WATER (OUTSIDE NJ CLAIM)	N/A	ACRES
TOTAL AREA CLOUDED TITLE	N/A	ACRES

final surveyed acres

BLOCK 1003, LOT 7
LANDS N/F
MACCARONE, SAMUEL
DB 2830, PAGE 133

BACH Associ
ENGINEERS • ARCHITECTS •
304 White Horse P
Haddon Heights, New Je
Tel: 856-546-861
Fax: 856-546-861
www.BachDesignGro

SEALS:

ANTHONY F. DiROSA
N.J. PROFESSIONAL ENGINEER & LAND SURVEYO

ALL DIMENSIONS MUST BE
CONTRACTOR AND OWNER MUST
OF ANY DISCREPANCIES BEFORE
WITH THE WORK.

PROJECT:

SURVEY OF FARMLAND PRESERVATION EASEMENT

LANDS OF MULVENNA, VERNA & ETALS

BLOCK 1003, LOT 3

THE HANSON ORGANIZATION

245 Crystal Lake Avenue, Audubon, NJ 08106-1213
(609) 457-7297

MARK J. HANSON, MAI, AI-GRS, SRA, Esq
MAI, AI-GRS, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us

September 11, 2017

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of the Jeanette Giordano Farm
Block 1003 Lot 3, Logan Township, Gloucester County, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Jeanette Giordano Farm located at 118 Coontown Road, Logan Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on August 15, 2017.

This report is intended for use only by Gloucester County for farmland preservation use. This report is not intended for any other use.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the 2017 SADC Appraisal Handbook Regulations.

The property rights appraised are the surface rights. There are improvements on site (single family dwelling) that was considered in the value conclusion. There is no irrigation water rights, permanent plantings, marketable standing timber or irrigation equipment considered in this appraisal.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Jeanette Giordano Farm, as described herein, as of August 15, 2017, was as follows:

	2017 Value Per Acre	2017 Total Value
UNRESTRICTED MARKET VALUE BEFORE EASEMENT	$12,000	$288,000
RESTRICTED MARKET VALUE AFTER EASEMENT	$3,000	$72,000
VALUE OF DEVELOPMENT EASEMENT	$9,000	$216,000

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION

Mark Hanson

Mark J. Hanson, MAI, AI-GRS, SRA, SCGREA - #42RG00012000

Enclosure: appraisal report

file #2017029

R. W. Frankenfield Associates

Real Estate Appraiser and Consultant
521 Middle Road
Hammonton, New Jersey 08037
Phone: 609-457-9570
Fax: 609-704-8665

July 24, 2017

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County, Building A
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: **Appraisal Report of Mulvenna/Grasso/Giordano Property**
118 Coontown Road, Block 1003, Lot 3
Logan Township, Gloucester County, NJ

Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of July 2, 2017, is estimated at:

	Per Acre	Total
Estimate of Property Value, Before:	**$12,000.**	**$300,000.**
Estimate of Property Value, After:	**$ 3,500.**	**$ 87,500**
Estimate of Development Easement Value:	**$ 8,500.**	**$212,500.**

Respectfully Submitted,

Robert W. Frankenfield
SCGREA 42RG00061300

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01521

ORDER DATE: 02/22/18
REQUISITION NO: R8-01639
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

SHIP TO
GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

~~VENDOR #: TITLE010~~

VENDOR
TITLE AMERICA AGENCY CORP
185 WEST WHITE HORSE PIKE
BERLIN, NJ 08009

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	THIS IS A CAF Resolution authorizing the acquisition of a Development Right Easement and signing of an Agreement of Sale and other documents necessary for the closing on the farm property of Verna Mulvenna, Benny Grasso and Jeanette Giordano, Block 1003, Lot 3, consisting of 24.636 aces in the Township of Logan valued at $8,750.00 per acre for a total price of $215,565.00 for the Farmland Preservation Program.	T-03-08-509-372-20548 Farmland Preservation	215,565.0000	215,565.00
			TOTAL	215,565.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Stacey N. Hurdle
TREASURER / CFO

PURCHASING DIRECTOR

F-1

RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC. FROM MARCH 7, 2018 TO MARCH 6, 2020, FOR AN AMOUNT NOT TO EXCEED $40,000.00 PER YEAR; PER VENDOR

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies for use at any of its buildings or sites; and

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of such electrical parts and supplies, as set forth in PD-18-001; which bids were publicly received and opened on January 4, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Cooper Electric Supply Co., Inc., 3477 Route 9 North, Freehold, NJ 07728, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 1, 2, 14, 20, 21, 23, 35, 36, 37, 38, 42, 43, 45, 49, 50, 51, 55, 57, 59, 61, 64, 67, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 81, 87, 88, 89, 96, 97, 98, 101, 103, 105, 106, 107, 118, 119, 120, 121, 124, 125, 133, 134, 135, 136, 138, 139, 140, 141, 142, 143, 144, 145, 146, 150, 153, 156, 159, 166, 167, 168, 169, 170, 172, 173, 174, 180, 181, and 131 for year one (1) only; and for line items 91, 93, 104 and 137 for year two (2) only, under PD-18-001, in a Contract amount not to exceed $40,000.00 per year for the term of the Contract; and

WHEREAS, after following proper public bidding procedure, it was determined that Billows Electric Supply, Inc., 506 White Horse Pike, Haddon Heights, NJ 08035, was one of the two lowest responsive and responsible bidders to provide electrical parts and supplies specified as line item numbers 3, 5, 17, 41, 47, 52, 53, 54, 56, 60, 62, 63, 65, 66, 68, 76, 80, 83, 84, 85, 92, 93, 94, 95, 102, 108, 115, 116, 117, 123, 132, 152, 154, 155, 157, 158, 161, 165, 171, 175, 176, 177, 179, 182, and 91, 93, 104 and 137 for year one (1) only; and for line item 131 for year two (2) only, under PD-18-001, in a Contract amount not to exceed $40,000.00 per year for the term of the Contract; and

WHEREAS, each Contract shall be for the purchase of estimated quantities of products, in an amount not to exceed $40,000.00 per year. As such, these Contracts are open-ended, and do not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contracts beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

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 and directed to execute and the Clerk of the Board to attest to the execution of Contracts with Cooper Electric Supply Co., Inc. and Billows Electric Supply, Inc., for the supply and delivery of various electrical parts and supplies, per bid specifications PD-18-001, in an amount not to exceed $40,000.00 per vendor from March 7, 2018 to March 6, 2020; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
COOPER ELECTRIC SUPPLY CO., INC.

THIS CONTRACT is made effective the 21st day of March, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **COOPER ELECTRIC SUPPLY CO., INC.**, with offices at 3477 Route 9 North, Freehold, New Jersey 07728, hereinafter referred to as "**Vendor.**"

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD-18-001; and

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

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

TERMS OF AGREEMENT

1. CONTRACT TERMS. This Contract shall be effective for a two (2) year period from March 7, 2018 to March 6, 2020.

2. COMPENSATION. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-18-001, in an amount not to exceed $40,000.00 per year, for certain parts and supplies specified as line item numbers 1, 2, 14, 20, 21, 23, 35, 36, 37, 38, 42, 43, 45, 49, 50, 51, 55, 57, 59, 61, 64, 67, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 81, 87, 88, 89, 96, 97, 98, 101, 103, 105, 106, 107, 118, 119, 120, 121, 124, 125, 133, 134, 135, 136, 138, 139, 140, 141, 142, 143, 144, 145, 146, 150, 153, 156, 159, 166, 167, 168, 169, 170, 172, 173, 174, 180, 181, and 131 for year one (1) only; and for line items 91, 93, 104 and 137 for year two (2) only, consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

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 specifications identified as PD-18-001, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

from time to time and the Americans with Disabilities Act.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-18-001, which is 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.

6. **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.

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 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 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, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 services which 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. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

15. **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 the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-18-001, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the

specifications shall prevail.

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

THIS CONTRACT is dated this 21st day of March, 2018.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER,** **DIRECTOR**
ATTEST:	**COOPER ELECTRIC SUPPLY CO., INC.**
_____	_____
	JAMES WALSH, V.P.

CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
BILLOWS ELECTRIC SUPPLY, INC.

THIS CONTRACT is made effective the 21st day of March, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **BILLOWS ELECTRIC SUPPLY, INC.**, with offices at 506 White Horse Pike, Haddon Heights, New Jersey 08035, hereinafter referred to as "**Vendor.**"

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of various electrical parts and supplies as per bid specifications PD-18-001; and

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

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

TERMS OF AGREEMENT

1. **CONTRACT TERMS.** This Contract shall be effective for a two (2) year period from March 7, 2018 to March 6, 2020.

2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-18-001, in an amount not to exceed $40,000.00 per year, for certain electrical parts and supplies specified as line item numbers 3, 5, 17, 41, 47, 52, 53, 54, 56, 60, 62, 63, 65, 66, 68, 76, 80, 83, 84, 85, 92, 93, 94, 95, 102, 108, 115, 116, 117, 123, 132, 152, 154, 155, 157, 158, 161, 165, 171, 175, 176, 177, 179, 182, and 91, 93, 104 and 137 for year one (1) only; and for line item 131 for year two (2) only, consistent with Vendor's Bid.

It is agreed and understood that this Contract is open-ended and does not obligate the County to make any purchase. Continuation of the Contract beyond December 31, 2018 is conditioned upon approval of the 2019 Gloucester County Budget.

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 specifications identified as PD-18-001, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

from time to time and the Americans with Disabilities Act.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-18-001, which is 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.

6. **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.

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 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 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, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall maintain general liability, automobile liability, business operations, builder's and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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 services which 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. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

15. **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 the United States and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-18-001, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the

specifications shall prevail.

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

THIS CONTRACT is dated this 21st day of March, 2018.

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER,** **DIRECTOR**
ATTEST:	**BILLOWS ELECTRIC SUPPLY, INC.**
_____	_____
	MICHAEL CUCINOTTA, V.P.

PD 018-001

Bid Opening 01/04/2018 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE DELIVERY OF ELECTRICAL PARTS AND SUPPLIES FOR THE COUNTY OF GLOUCESTER, AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP

					VENDOR:			VENDOR:				
					Billows Electric Supply, Inc.			Cooper Electric Supply Co., Inc.				
					506 White Horse Pike			3477 Route 9 North				
					Haddon Heights, NJ 08035			Freehold, NJ 07728				
					(856) 546-7700 ext. 304			(732) 984-9846				
					(856) 547-2149 Fax			(732) 308-4606 Fax				
ITEM	DESCRIPTION				Michael Cucinotta, VP of Sales			James Walsh, V.P. of Operations				
		Winning Bid		Unit			Unit					
		year 1	year 2		Year 1	Year 2		Year 1	Year 2			
3	BALLAST –FOR 2F40 TUBES 446-L-SLH-TC-P	Billows	Billows	ea	$ 11.03	$ 11.61	ea	$ 11.79	$ 12.15			
5	BALLAST-L 48 ROBERT, TRANS. FOR 1-4'6 OR 8 WATT LAMP, 120 VOLT	Billows	Billows	ea	$ 26.00	$ 27.37		N/Q	N/Q			
17	BALLAST - 3 or 2 LAMP F32T8 120/277 N.87 BF GE332MAX-G-N-DIYB or equal	Billows	Billows	ea	$ 9.80	$ 10.32	ea	$ 10.08	$ 10.40			
41	BALLAST – OSRAM QT4X32/120IS FOR 4 4'TUBE BALLAST	Billows	Billows	ea	$ 11.02	$ 11.60	ea	$ 11.09	$ 11.43			
47	BALLAST ADVANCED 71A54A3 – MILL. LIGHTS	Billows	Billows	ea	$ 51.45	$ 54.16	ea	$ 195.70	$ 201.75			
52	BALLAST ADVANCE F2 S 13 H1I DK	Billows	Billows	ea	$ 21.37	$ 22.50		N/Q	N/Q			
53	CABLE CONNECTOR 3/8"MC	Billows	Billows	EA	$ 0.29	$ 0.31	ea	$ 0.42	$ 0.44			
54	CONNECTORS – ½" EMT OMPRESSION TYPE	Billows	Billows	EA	$ 0.25	$ 0.26	ea	$ 0.25	$ 0.27			
56	CONNECTORS – ½" STRAIGHT SEAL TIGHT	Billows	Billows	EA	$ 0.90	$ 0.95	ea	$ 2.40	$ 2.47			
60	CONNECTOR ¾" LIQ. TIGHT, STRAIGHT # 3403	Billows	Billows	EA	$ 1.43	$ 1.50	ea	$ 2.30	$ 2.37			
62	PLATES – 2 GANG DUPLEX REC. IVORY, STEEL	Billows	Billows	EA	$ 0.87	$ 0.91	ea	$ 1.75	$ 1.80			
63	COVER – OCTAGON BLANK	Billows	Billows	EA	$ 0.32	$ 0.33	ea	$ 0.33	$ 0.35			
65	COUPLING – ½" HEAVY WALL THREADED	Billows	Billows	EA	$ 0.75	$ 0.79	ea	$ 0.77	$ 0.80			
66	PLATE – 1900 SINGLE RECEPT. IVORY	Billows	Billows	EA	$ 0.89	$ 0.94	ea	$ 1.56	$ 1.61			
68	PLATES – 2100 BLANK IVORY	Billows	Billows	EA	$ 0.50	$ 0.53		N/Q	N/Q			
76	PLATES – 1900 DUPLEX, SINGLE DUPLEX RECEPTACLE, IVORY	Billows	Billows	EA	$ 0.89	$ 0.94	ea	$ 1.58	$ 1.63			
80	DUCT SEAL – ELECT. PUTTY, 5 LB BLOCKS	Billows	Billows	ea	$ 8.34	$ 8.78	ea	$ 8.40	$ 8.66			
83	CONDUIT – FLEX ¾" SEAL TIGHT	Billows	Billows	FT	$ 0.69	$ 0.73	Ft	$ 1.12	$ 1.15			
84	CONDUIT – FLEX 1"	Billows	Billows	FT	$ 1.01	$ 1.06	Ft	$ 1.98	$ 2.04			
85	LIGHT & EXIT COMBO UX2EWRWLED/2M LIGHT-A-LARM	Billows	Billows	ea	$ 48.68	$ 51.25	ea	$ 95.51	$ 98.50			
91	PIPE EMT ½"	Billows	Cooper	EA	$ 0.26	$ 0.32	Lot	$ 0.27	$ 0.28	$2.70 PC	$2.78 PC	
92	STRAPS – ½" EMT THINWALL	Billows	Billows	ea	$ 3.94	$ 4.15	Box	$ 5.00	$ 5.15			
93	PIPE EMT ¾"	Billows	Cooper	EA	$ 0.45	$ 0.57	Lot	$ 0.47	$ 0.49	$4.70 PC	$4.85 PC	
94	STRAPS – 1" FOR 1" EMT PIPE	Billows	Billows	ea	$ 11.28	$ 11.88	Box	$ 12.00	$ 12.50			
95	STRAPS – ¾" EMT THIN WALL	Billows	Billows	ea	$ 6.45	$ 6.79	Box	$ 7.00	$ 7.22			
102	PLUG – FEMALE 15 AMP, BRYANT 5269-N	Billows	Billows	ea	$ 5.35	$ 5.63	ea	$ 6.59	$ 6.80			
104	RECEPTACLE – GFI DUPLEX 20 AMP, IVORY	Billows	Cooper	ea	$ 10.92	$ 11.50	ea	$ 10.98	$ 11.32			
108	SCREWS – 3/8 GROUNDING	Billows	Billows	EA	$ 0.05	$ 0.05	Box	$ 4.00	$ 4.12			
115	SWITCH – 1 POLE 20 AMP , IVORY	Billows	Billows	ea	$ 1.69	$ 1.78	ea	$ 1.97	$ 2.03			
116	SWITCH – 3 WAY 20 AMP, IVORY	Billows	Billows	ea	$ 2.13	$ 2.25	ea	$ 2.51	$ 2.59			
117	SWITCH – 2 POLE 20 AMP , TOGGLE IVORY	Billows	Billows	ea	$ 4.15	$ 4.37	ea	$ 6.16	$ 6.35			
123	WIRE NUTS – BLUE FOR # 8 WIRE	Billows	Billows	EA	$ 0.4189	$ 0.4410	EA	$ 0.0530	$ 0.0546	500 per bag		
132	WIREMOLD – RACEWAY, 500 SERIES, IVORY	Billows	Billows	EA	$ 0.9059	$ 0.9536	PC	$ 8.50	$ 8.75			
137	WIRE – 12/2 ROMEX	Billows	Cooper	EA	$ 0.3035	$ 0.3794	EA	$ 0.3160	$ 0.3258	250 ft coil		

152	BATTERY 6 volts 12.0Ah PC6120 (PowerCell Only No Subs)	Billows	Billows	ea	$ 14.50	$ 15.26		ea	$ 18.75	$ 19.33					
154	BALLAST KIT UNMM 250 ML5AC3M 500k	Billows	Billows	ea	$ 44.50	$ 46.85			N/Q	N/Q					
155	BALLAST KIT 400w MH Quad Tap	Billows	Billows	ea	$ 44.50	$ 46.85		ea	$ 48.08	$ 49.57					
157	CONNECTOR ¾" Liquid Tight Straight 3403	Billows	Billows	EA	$ 1.52	$ 1.60		ea	$ 2.16	$ 2.22					
158	COVER 2 GANG 1900 Box	Billows	Billows	EA	$ 0.33	$ 0.35		ea	$ 0.37	$ 0.39					
161	CONDUIT LIQUID TIGHT FLEXABLE ½"	Billows	Billows	FT	$ 0.57	$ 0.60		ft	$ 0.78	$ 0.80					
165	EXIT SIGN LED 120/277v ORBIT ESBL-W-R Or Equal	Billows	Billows	ea	$ 18.00	$ 18.95			N/Q	N/Q					
171	BALLAST KEYSTONE TECHNOLOGIES F8T5 Or PL 7w-9w 120v 60Hz 0.18A CLASS P	Billows	Billows	ea	$ 50.00	$ 52.65			N/Q	N/Q					
175	BALLAST Kit 175W MH 120V M57 ULT M175ML5AC3M500K	Billows	Billows	ea	$ 39.00	$ 43.35			N/Q	N/Q					
176	BALLAST TRIAD C240PUNVHP-B for 2 FT40W/2G11 Lamp 120/277v VAC 60Hz or Equal	Billows	Billows	ea	$ 31.14	$ 34.60			N/Q	N/Q					
177	BALLAST B+L Technologies NU6-2128-PSX 277v 50/60Hz 0.08A Class P or Equal	Billows	Billows	ea	$ 65.00	$ 72.22			N/Q	N/Q					
179	CAPACTOR (Universal Lighting) #R17058555-BH 010.00U 400vac Or Equal	Billows	Billows	ea	$ 62.00	$ 68.89			N/Q	N/Q					
182	Telescopic Bracket-Coper B Line BB2-16T or equal	Billows	Billows	EA	$ 2.20	$ 2.31			N/Q	N/Q					
1	BATTERY – FOR EXIT LIGHT WP 4-6, 6V4AH	Cooper	Cooper	ea	$ 8.00	$ 8.42		ea	$ 4.47	$ 4.60					
2	TRANSFORMER, ADVANCE – 175MH 71A5570, 120-208-240 VOLTS	Cooper	Cooper	ea	$ 63.70	$ 67.05		ea	$ 37.70	$ 38.87					
14	BOX-JUNCTION #2100 RACO 257 4 11/16"	Cooper	Cooper	EA	$ 1.50	$ 1.58		ea	$ 1.39	$ 1.43					
20	BOX – JUNCTION 1900 RACO 192	Cooper	Cooper	EA	$ 0.6538	$ 0.6882		ea	$ 0.58	$ 0.60					
21	EXTENSION BOX 1900 RACO	Cooper	Cooper	EA	$ 1.12	$ 1.18		ea	$ 1.01	$ 1.05					
23	BOX – 5741 SHALLOW SW. & REC.	Cooper	Cooper	ea	$ 5.93	$ 6.25		ea	$ 5.53	$ 5.70					
35	CABLE – 12 – 2 MC	Cooper	Cooper	FT	$ 0.4125	$ 0.5156		lot	$0.400	$0.420	$ 2,000.00	$ 2,100.00	$100.00 coil	$105.00 coil	
36	CABLE – 12 – 3 MC	Cooper	Cooper	FT	$ 0.7071	$ 0.8840		lot	$0.690	$0.710	$ 1,370.00	$ 1,415.00	$171.25 coil	$176.88 coil	
37	CABLE – TIES 11 ½" PLASTIC, ¼" WIDE	Cooper	Cooper	EA	$ 0.0694	$ 0.0731		ea	$ 0.0412	$ 0.0427			$4.13 pack	$4.27 pack	
38	CABLE – 10 – 3 MC ROLL=250 FT	Cooper	Cooper	FT	$ 1.2816	$ 1.6201		lot	$1.240	$1.280	$ 4,980.00	$ 5,135.00	311.25 coil	$320.94 coil	
42	BALLAST – QT2X32/120, FOR 2 – 4' TUBES	Cooper	Cooper	ea	$ 9.80	$ 10.32		ea	$ 8.96	$ 9.24					
43	CABLE – 10 / 2 MC	Cooper	Cooper	FT	$ 0.91	$ 1.14		FT	$0.860	$0.880	$ 3,440.00	$ 3,550.00	215.00 coil	221.88 coil	
45	BOX RACO #570 (2-3/4" DEEP ARMORED CABLE	Cooper	Cooper	EA	$ 2.33	$ 2.45		ea	$ 1.55	$ 1.60					
49	BALLAST for 2 LAMPS GEC242-MVPS-3W 120/277v, 50/60Hz or EQUAL	Cooper	Cooper	ea	$ 22.48	$ 23.66		ea	$ 20.71	$ 21.35					
50	BALAST ADVANCE 1CF2S18-H-LD 18W – 4 PIN	Cooper	Cooper	ea	$ 21.37	$ 22.50		ea	$ 19.59	$ 20.20					
51	BALLAST ADVANCE 277v v5 0624 24 BL TP (No Substitutions)	Cooper	Cooper		NLA	NLA		ea	$ 73.60	$ 75.88					
55	CONNECTORS – ½" SEAL TIGHT	Cooper	Cooper	EA	$ 1.79	$ 1.89		ea	$ 1.60	$ 1.65					
57	CONNECTORS – ½" EMT W/SET SCREW	Cooper	Cooper	EA	$ 0.15	$ 0.16		EA	$ 0.13	$ 0.15					
59	CONNECTORS – ¾" THIN WALL COMPRESSION	Cooper	Cooper	EA	$ 0.44	$ 0.46		ea	$ 0.35	$ 0.38					
61	PLATE – SINGLE RECEPT. 1 GANG IVORY STEEL	Cooper	Cooper	EA	$ 0.59	$ 0.62		ea	$ 0.42	$ 0.45					
64	COUPLING – ½" EMT COMPRESSION TYPE	Cooper	Cooper	EA	$ 0.39	$ 0.41		ea	$ 0.29	$ 0.31					
67	PLATES – 2 GANG 1 TOGGLE DUPLEX IVORY	Cooper	Cooper	EA	$ 0.87	$ 0.91		ea	$ 0.77	$ 0.80					
69	PLATE-BELL BLANK 1 – GANG, # 240-AL	Cooper	Cooper	EA	$ 0.59	$ 0.62		ea	$ 0.57	$ 0.59					
70	PLATE-BELL BLANK 2 – GANG, # 240-2AL	Cooper	Cooper	EA	$ 1.27	$ 1.34		ea	$ 0.96	$ 0.99					
71	PLATES – BLANK DOUBLE RECEPTACLE IVORY	Cooper	Cooper	EA	$ 1.34	$ 1.41		ea	$ 0.77	$ 0.80					
72	PLATE – 1 GANG DUPLEX, MAXI IVORY	Cooper	Cooper	EA	$ 0.59	$ 0.62		ea	$ 0.56	$ 0.58					
73	PLATES – 1 GANG DUPLEX, IVORY, METAL	Cooper	Cooper	EA	$ 0.59	$ 0.62		ea	$ 0.39	$ 0.41					
74	PLATES – 1 GANG BLANK, IVORY	Cooper	Cooper	EA	$ 0.59	$ 0.62		ea	$ 0.39	$ 0.41					
75	PLATES – 1 GANG TOGGLE, IVORY	Cooper	Cooper	EA	$ 0.59	$ 0.62		ea	$ 0.39	$ 0.41					
77	PLATES – 1900 RECEPT, 2 GANG	Cooper	Cooper	EA	$ 0.89	$ 0.94		ea	$ 0.82	$ 0.85					
78	PLATES – 1900 BLANK W/KO, 4" SQ	Cooper	Cooper	EA	$ 0.35	$ 0.37		ea	$ 0.34	$ 0.36					

79	PLATES – OCTAGON BLANK	Cooper	Cooper	EA	$ 0.32	$ 0.33		ea	$ 0.31	$ 0.33						
81	PLATE – DOUBLE SWITCH, IVORY MAXI	Cooper	Cooper	EA	$ 0.87	$ 0.91		ea	$ 0.80	$ 0.83						
87	FUSE – 30 AMP CARTRIDGE TIME DELAY – 250 VOLTS	Cooper	Cooper	ea	$ 4.02	$ 4.25		ea	$ 2.43	$ 2.52						
88	EMERGENCY LIGHT – L – ALARM 2P12G1	Cooper	Cooper	ea	$ 75.56	$ 79.54		ea	$ 71.36	$ 75.50						
89	WIRE MARKERS, 1 THRU 10	Cooper	Cooper	ea	$ 8.25	$ 8.68		ea	$ 2.01	$ 2.20						
96	PIPE 1" EMT	Cooper	Cooper	EA	$ 0.80	$ 1.00		Lot	$ 0.40	$ 0.41	$4.00 PC	$4.12 PC				
97	FUSE – 20 AMP 250 VOLTS CARTRIDGE TIME DELAY	Cooper	Cooper	ea	$ 4.02	$ 4.25		ea	$ 2.43	$ 2.51						
98	PHOTO CONTROL – 120 VOLTS, TI5	Cooper	Cooper	ea	$ 8.42	$ 8.86		ea	$ 6.21	$ 6.40						
101	PLUG – MALE 15 AMP, BRYANT 5266-N	Cooper	Cooper	ea	$ 3.86	$ 4.06		ea	$ 3.66	$ 3.77						
103	FUSE CARTRIDGE 60 AMP – 600 VOLT (TIME DELAY)	Cooper	Cooper	ea	$ 15.25	$ 16.05		ea	$ 9.22	$ 9.50						
105	RECEPTACLE – DUPLEX 20 AMP 125 VOLTS, IVORY	Cooper	Cooper	ea	$ 1.15	$ 1.21		ea	$ 0.97	$ 1.00						
106	RECEPTACLE – 20 AMP SINGAL 220 VOLTS IVORY	Cooper	Cooper	ea	$ 3.50	$ 3.68		ea	$ 2.07	$ 2.13						
107	RECEPT. 20 AMP SINGLE 3 – WIRE GROUNDING TYPE IVORY	Cooper	Cooper	ea	$ 2.30	$ 2.42		ea	$ 1.70	$ 1.75						
118	TAPE – GREEN MARKING , ½" X 20'	Cooper	Cooper	ea	$ 1.29	$ 1.36		ea	$ 1.12	$ 1.15						
119	TAPE-ELECT. SCOTCH 88, ¾" X 66'	Cooper	Cooper	ea	$ 4.89	$ 5.15		ea	$ 4.25	$ 4.38						
120	TAPE-WHITE ELEC., ½" X 20'	Cooper	Cooper	ea	$ 1.29	$ 1.36		ea	$ 1.12	$ 1.15						
121	SWITCH TIMER T101, 24 HOURS	Cooper	Cooper	ea	$ 46.71	$ 49.17		ea	$ 40.33	$ 41.58						
124	WIRE NUTS – GREEN FOR # 6 WIRE	Cooper	Cooper	EA	$ 0.1978	$ 0.2083		EA	$ 0.1500	$ 0.1567	500 per bag					
125	WIRE - #12 GREEN THNN, STRANDED	Cooper	Cooper	EA	$ 0.1222	$ 0.1527		EA	$ 0.1186	$ 0.1263	500 per bag					
131	WIRENUTS – GRAY SMALL	Cooper	Billows	EA	$ 0.0606	$ 0.0638		EA	$ 0.0550	$ 0.1223	500 per bag					
133	WIRE NUTS – RED LG.	Cooper	Cooper	EA	$ 0.1172	$ 0.1233		EA	$ 0.0780	$ 0.0800	500 per bag					
134	WIRE NUTS – ORANGE SMALL	Cooper	Cooper	EA	$ 0.0700	$ 0.0736		EA	$ 0.0600	$ 0.0620	500 per bag					
135	WIRE NUTS – SM. BLUE, 72B	Cooper	Cooper	EA	$ 0.0615	$ 0.0648		EA	$ 0.0520	$ 0.0540	500 per bag					
136	WIRE NUTS – YELLOW	Cooper	Cooper	EA	$ 0.0897	$ 0.0945		EA	$ 0.0690	$ 0.0720	500 per bag					
138	WIRE #10 BLACK STRANDED	Cooper	Cooper	EA	$ 0.1869	$ 0.1967		EA	$ 0.1810	$ 0.1866	500 ft reel					
139	WIRE #12 THNN SOLID, BLACK	Cooper	Cooper	EA	$ 0.1065	$ 0.1331		EA	$ 0.1040	$ 0.1080	500 ft reel					
140	WIRE - #12 THNN WHITE SOLID	Cooper	Cooper	EA	$ 0.1065	$ 0.1331		EA	$ 0.1040	$ 0.1080	500 ft reel					
141	WIRE - #10 THNN WHITE STRANDED	Cooper	Cooper	EA	$ 0.1869	$ 0.1967		EA	$ 0.1810	$ 0.1866	500 ft reel					
142	WIRE - #12 THNN GREEN STRANDED	Cooper	Cooper	EA	$ 0.1222	$ 0.1527		EA	$ 0.1180	$ 0.1220	500 ft reel					
143	WIRE - #12 BLACK STRANDED	Cooper	Cooper	EA	$ 0.1222	$ 0.1527		EA	$ 0.1180	$ 0.1220	500 ft reel					
144	WIRE #12 WHITE STRANDED	Cooper	Cooper	EA	$ 0.1222	$ 0.1527		EA	$ 0.1180	$ 0.1220	500 ft reel					
145	WIRE #12 THNN YELLOW STRANDED	Cooper	Cooper	EA	$ 0.1222	$ 0.1527		EA	$ 0.1180	$ 0.1220	500 ft reel					
146	WIRE - #12 THNN RED STRANDED	Cooper	Cooper	EA	$ 0.1222	$ 0.1527		EA	$ 0.1180	$ 0.1220	500 ft reel					
150	14/3 SEOOW/STOOW CORD	Cooper	Cooper	EA	$ 0.7274	$ 0.9093		EA	$ 0.5630	$ 0.5840	250 ft coil					
153	BATTERY 6v 7.0Ah PC 670 (Power Cell Only No Subs)	Cooper	Cooper	ea	$ 14.50	$ 15.26		ea	$ 11.41	$ 11.76						
156	BALLAST – RCN-2TTP40-SC Advanced	Cooper	Cooper	ea	$ 27.47	$ 28.92		ea	$ 20.15	$ 20.77						
159	COUPLING ¾" THIN WALL COMPRESSION	Cooper	Cooper	EA	$ 0.50	$ 0.52		ea	$ 0.31	$ 0.34						
166	BATTERY PC 12180 F2 12v 18AMP Hr. POWER CELL ONLY	Cooper	Cooper	ea	$ 50.88	$ 53.47		ea	$ 42.70	$ 44.03						
167	STRAPS 3/8" ONE HOLE for MC Cable	Cooper	Cooper	EA	$ 0.0726	$ 0.0765		100 per	$ 0.0500	$ 0.0515						
168	BATTERY PC 6130 6v 13.0Ah POWER CELL ONLY	Cooper	Cooper	ea	$ 23.95	$ 25.21		ea	$ 17.98	$ 18.55						
169	RECEPEPTICAL 20AMP Single 3-Wire Grounding Type Ivory	Cooper	Cooper	ea	$ 2.31	$ 2.45		ea	$ 1.70	$ 1.75						
170	WIRE #10 GREEN THNN STARNDED	Cooper	Cooper	EA	$ 0.19	$ 0.23		500 ft r	$ 0.1820	$ 0.2100						
172	SENSOR SWITCH Model# WSD IV or equal	Cooper	Cooper	ea	$ 48.07	$ 50.60		ea	$ 31.29	$ 32.26						
173	MECHANICAL TIME SWITCH INTERMATIC Model# T104P 208-277v AC 60Hz Double Pole Single Throw 40Amp	Cooper	Cooper	ea	$ 87.79	$ 92.41		ea	$ 66.74	$ 76.75						
174	EMERGENCY LIGHT Twin-Head White 120/277v Battery Back-Up	Cooper	Cooper	ea	$ 68.25	$ 71.85		ea	$ 39.52	$ 40.75						
180	BOX Square for Steel Stud 4"x1.5" Box-Loc (Raco 227) Or Equal	Cooper	Cooper	EA	$ 2.65	$ 2.79		ea	$ 2.28	$ 2.35						

181	BOX Square for Steel Stud 4"x2-1/8" Box-Loc Raco 238) Or Equal	Cooper	Cooper	EA	$ 3.43	$ 3.61		ea	$ 2.86	$ 2.95				
178	BATERY Exit Light (ELS) Nick-A-Lite #LDD0420B62 NO SUBS	N/A	N/A		NLA	NLA			N/Q	N/Q				
	Variations: (if any)				***NONE***	***NONE***			***None***	***None***				
	ARO				***7 Days***	***7 Days***			***STK/2WKS***	***STK/2WKS***				
	Start up date: Date of Award													
	Will you extend your prices to local government entities within the County					***YES***				***YES***				
	This is a one (1) year contract from the date of award. with an option to extend for one (1) two year period or two (2) one year periods.													
	Bid specifications sent to:				***ADF***	***BidOcean***	***Keytech S***		***GMH Associates***	***VisualforMedia***				
					Bidnet	***Prime Vendor***	***WESCO Di***		***Onvia***	***Bell Electric Supply***				
					eRepublic	***Graybar Electric***								
	Based upon the bids received, I recommend				***as the lowest responsible responsive bidder.***									
				Sincerely,										
				Peter Mercanti										
				Purchasing Department										

F-2

RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 FOR $130,000.00

WHEREAS, the County of Gloucester's has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at Gloucester County Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by William R. Carey & Company, Inc., with offices at 140 West Allendale Avenue, Allendale, NJ 07401; 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 and the services related to this contract is an exception to the Local Public Contracts Law, as described and provided in N.J.S.A. 40A:11-5(1)(m); and

WHEREAS, the Treasurer of the County has certified the availability of funds in the amount of $130,000.00, pursuant to CAF# 18-01556 which amount shall be charged against budget line item 8-01-23-210-001-20299.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director in hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with William R. Carey & Company, Inc., for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services in an amount of $130,000.00 from March 1, 2018 to February 28, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 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
WILLIAM R. CAREY & COMPANY, INC.

THIS CONTRACT is made effective the ____ day of _____ **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 **William R. Carey & Company, Inc.**, with offices located at 140 West Allendale Avenue, Allendale, NJ 07401, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services.

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 and the services related to this contract is an exception to the Local Public Contracts Law, as described and provided in N.J.S.A. 40A:11-5(1).

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing March 1, 2018 and concluding February 28, 2019.

2. **COMPENSATION.** Contractor shall be compensated in an amount of $130,000.00.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Contractor shall be as set forth in

"Proram Specifications" which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this

contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the ____ day of _____, **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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

_____

WILLIAM R. CAREY & COMPANY, INC.

_____

MICHAEL J. CAREY,
PRESIDENT

2018 Appointment Software/Services Database Contract

Attachment A

Warner Software will provide maintenance and upgrades to the Appointment Software and Services Database under the direction of the Board of Social Services. This includes meeting with the Board to determine any additional functionality that will be added to the system. Once the new functionality has been discussed, we will come up with a mutually agreed upon list of upgrades that will fit into the $10,000 budgeted for the contract. Some previously discussed enhancements for the Appointment Software that could be incorporated into this contract are upgrades to the Phone Log and the addition of a Telephone Interview Sheet. Estimates will be provided for all enhancements.

All contract work is based upon a project development rate of $90/hour. If you have any questions about this proposal, please feel free to contact me.

Lisa T. Warner

County of Gloucester Purchasing Department

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

Pg 1

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01556

ORDER DATE: 02/26/18
REQUISITION NO: R8-01797
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO
GLOUC. CO CORRECTIONAL SERVICE
70 HUNTER STREET
WOODBURY, NJ 08096
856-384-4612/JUSTICE COMPLEX

VENDOR #: WILLI190

VENDOR
WILLIAM R. CAREY & CO. INC.
140 WEST ALLENDALE AVENUE
ALLENDALE, NJ 07401

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CATASTROPHICI INSURANCE	8-01-23-210-001-20299 Insurance - Corrections	130,000.0000	130,000.00
			TOTAL	130,000.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

WILLIAM R. CAREY & COMPANY, INC.
140 West Allendale Avenue
Allendale, New Jersey 07401
Tel: 201-529-3900 • Fax: 201-529-4505
www.williamrcarey.com

Gloucester County Inmate Medical Insurance- March 1, 2018-2019

	2014	2015	2016	2017	2018
Specific (per inmate) Coverage	$850,000 Excess $150,000	$900,000 Excess $100,000	$910,000 Excess $90,000	$910,000 Excess $90,000	$925,000 Excess $75,000
Deductible per inmate	$150,000	$100,000	$90,000	$90,000	$75,000
Aggregate Attachment Point (Accumulation of Individual Deductibles)	$1,625,000	$1,065,000	$925,000	$925,000	$750,000
Profit Commission Percentage	25%	25%	30%	30%	32.5%
Minimum and Deposit Premium	$179,000	$155,000	$140,000	$140,000	$130,000

QUOTE ONLY

TYPE: SPECIFIC AND AGGREGATE MEDICAL EXCESS OF LOSS

ASSURED: Gloucester County Jail

ADDRESS: 2 South Broad Street, Woodbury, NJ 08096, U.S.A.

PERIOD: From: 1st March, 2018
To: 28th February, 2019
Both days inclusive at Local Standard Time at the address of the Assured.

INTEREST: Reimbursement of Medical Expenses paid in respect of inmates at both in and out of network.

SUM INSURED: A) SPECIFIC: USD 925,000 any one person in Excess of USD 75,000 deductible any person,

B) AGGREGATE: USD 1,000,000 for the location in excess of 100% of attachment factor or USD 750,000 whichever the greater.

SITUATION: U.S.A and/or territories and possessions.

CONDITIONS: Coverage is in respect of Inmates only, as per Self-Funded Medical and Hospitalisation Benefit. (Specific and Aggregate Excess) insurance wording attached.

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Burlington County - Managed by AmeriHealth Camden County - Self Insured with discounts Middlesex County - Managed by CFG Health Services Cumberland County - Managed by Corizon.
Essex County Jail - Managed by CFG Health Services Mercer County Prison - Managed by CFG Health Services
Salem County Correctional Facility - Managed by AmeriHealth Community Education Center
"Bo" Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

CONDITIONS CONTINUED: Burlington County - Managed by AmeriHealth
Camden County – Self Insured with discounts Middlesex County – Managed by CFG Health Services Cumberland County - Managed by Corizon.

Including female inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Camden County – Self Insured with discounts Salem County – Managed by AmeriHealth.
Cumberland County - Managed by Corizon.

Costs incurred during the period of insurance and invoiced and advised to Underwriters during the period of insurance or the six months immediately thereafter.
Sanction Limitation and Exclusion Clause as attached.

Change of Contractors
In the event of a change in contractor named above and assuming a replacement contractor is appointed, Underwriters will maintain cover as is for 30 days as they review the new contractor. After the 30 days, new terms will be offered, and client will have an opportunity to cancel prorate if they do not accept the new terms, unless claims have occurred.

Profit Commission
There shall be allowed to the Assured a Profit Commission amounting to 32.5% of the Gross Premium paid by the Assured less 45% and less the amount of claims paid and/or outstanding. The Profit Commission will be payable only if coverage is renewed with William R. Carey & Co., Inc. At the close of the period of Insurance the Assured shall produce a statement detailing the above.

In the event of the statement showing claim(s) paid or outstanding and a Profit Commission not being allowable, such claim(s) shall be brought into the year end statement(s) for the ensuing Period(s) of Insurance but not beyond the Statement for the third annual Period of Insurance beyond which the claim(s) occurred.

In the event of a claim, or claims, being settled after a Profit Commission has been paid in respect of the Period of Insurance to which such claim or claims, attach, the Profit Commission shall be immediately adjusted and any additional Profit Commission paid to the Assured, or any amount due to the Underwriters repaid, as applicable.

WARRANTIES: None, other than may appear in the standard attached policy wording.

CONDITIONS PRECEDENT: None, other than may appear in the standard attached policy wording.

SUBJECTIVITIES: None.

CHOICE OF LAW & JURISDICTION: This insurance shall be governed by and construed in accordance with the laws of the state of New Jersey.

SERVICE OF SUIT CLAUSE (U.S.A.) as per ITEM 7 of the attached wording

PREMIUM: Specific and Aggregate Premium - MINIMUM AND DEPOSIT

USD 130,000.00

Adjustable at expiry at the rate USD TBD per inmate, per day payable as an additional premium.

PREMIUM PAYMENT TERMS: Payable USD 130,000 at inception

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: None

TAXES PAYABLE BY INSURERS AND ADMINISTERED BY ASSURED OR THEIR AGENT: None applicable

RECORDING, TRANSMITTING AND STORING INFORMATION: Where Tysers maintains risk and claim data / information / documents, Tysers may store data / information / documents electronically.

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract provisions set out in this contract, shall form the evidence of such change.

SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

ITEM 9: ADJUSTABLE PREMIUM

RATES PER INMATE PER
DAY - TBD
Final adjustment calculation due to underwriters 1st September 2018.

ITEM 10: CLAIMS ADMINISTRATOR –

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Burlington County - Managed by AmeriHealth Camden County – Self Insured with discounts
Middlesex County – Managed by CFG Health Services Cumberland County - Managed by Corizon.
Salem County Correctional Facility– Managed by AmeriHealth Essex County Jail – Managed by CFG Health Services
Mercer County Prison – Managed by CFG Health Service Community Education Center "Bo" Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Burlington County - Managed by AmeriHealth Camden County – Self Insured with discounts
Middlesex County – Managed by CFG Health Services Cumberland County - Managed by Corizon.
Including female inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

Camden County – Self Insured with discounts Salem County – Managed by AmeriHealth.
Cumberland County- Managed by Corizon.

ITEM 11: Order Hereon 100% of 100%

ITEM 12: PERSONS UPON WHOM SERVICE OF PROCESS
MAY BE SERVED - Mendes & Mount
750 Seventh Avenue,
New York, NY 10019-6829 U.S.A

SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

INSURING CLAUSE:

In consideration of the premium being paid Underwriters agree, in accordance with and subject to the terms, conditions, warranties and exclusions contained herein, to reimburse the Assured named in item 1 of the schedule hereof for that portion of Eligible Medical Expenses claims in accordance with the terms and provisions of the Assured's Self-Funded Medical and Hospitalisation plan (herein after referred to as "the Program") which are incurred, as defined herein, by Covered Inmates, as defined herein, during the Period of Insurance, as specified in Item 3 of the Schedule, and invoiced, as defined herein, during the Period of Insurance, or the 6 months immediately thereafter, which exceed the Retention by the Assured specified in item 4 of the Schedule, up to but not exceeding the Limit of Underwriters' Liability specified in item 5 of the schedule. Final adjustment at 1st September 2019.

I. SPECIFIC EXCESS OF LOSS

Underwriters agree to reimburse the Assured in respect of any one covered inmate for incurred Claims paid by the Assured in respect of such covered inmate during the Period of Insurance which exceed the Retention by Assured specified in item 4 (a) of the Schedule, up to, but not exceeding, the Limit of Underwriters' Liability specified in item 5 (a) of the Schedule.

II. AGGREGATE EXCESS LOSS

Underwriters agree to reimburse the Assured for incurred Claims paid by the Assured during the Period of Insurance, less any amounts paid in respect of any one covered Inmate in excess of the amount specified in item 4 (a) of the schedule which exceed the Retention by the Assured specified in Item 4 (b) of the Schedule, up to, but not exceeding the Limit of Underwriters Liability specified in Item 5 (b) of the Schedule.

DEFINITIONS:

INCURRED: A claim is incurred on the date a medical service is rendered or supply is purchased by or on behalf of a Covered Inmate.
INVOICED: A claim is invoiced on the date the medical supplier issues its invoice.
PAID: A claim is paid on the date the Assured issues its payable check, provided such check is promptly transmitted to the payee and is paid upon presentment.
COVERED
INMATE: A Covered Inmate is an inmate who is over the age of 18 who is under the direct supervision, custody and control of the Assured.
EXCLUSIONS:

The following shall be excluded and shall not apply to the satisfaction of the Retention by Assured or any claim hereunder:

a. Any and all charges which are not specifically included as Eligible Medical Expenses claims in the Program.
b. Any and all charges which are specifically excluded in the Program.

c. Any and all charges which are Incurred prior to or subsequent to the Period of Insurance.

d. Any and all charges which are invoiced after 6 months immediately following the Period of Insurance and have not been previously advised to Underwriters hereunder.

e. Any and all charges which are incurred after the covered Inmate has been released from the custody and control of the Assured.
f. Any and all charges which the Assured is not legally obligated to pay.
g. Any and all charges arising out of or caused by or contributed to or in consequence of War, Hostilities (whether war be declared or not), Invasion or Civil War.

h. Any and all charges which are recoverable from, or attributable to, any other medical or hospitalisation benefit plan or insurance.
i. Any and all charges arising from injuries or illness arising out of or in the course of any occupation or employment for wage or profit or for which the covered person is entitled to benefits under any Workers Compensation or Occupational Disease law, but this exclusion does not apply to injuries or illness arising from prison supervised work details.
j. Any and all costs for treatment carried out in any prison facility.
k. Any payment of, or on account of, punitive or exemplary damages.
CONDITIONS PRECEDENT:

The following are conditions precedent to Underwriters liability under this Insurance:

1. PREMIUM:

A) Payment - The Assured shall pay to Underwriters the Deposit Premium on the Due Date(s) and in the amount specified in Item 8 of the Schedule. The Actual Premium payable by the Assured is to be calculated at the Adjustable Premium Rate specified in Item 9 of the Schedule. If, as of the expiration of this Insurance the actual Premium so calculated exceeds the Deposit Premium paid by the Assured, the Assured will remit the difference to Underwriters on or before the Due Date(s) of Adjustment specified in Item 9 of the Schedule. If, as of the expiration of this insurance, the Deposit Premium paid by the Assured exceeds the actual Premium due, Underwriters will promptly refund the difference to the Assured; however, in no event shall the actual Premium be less than the Minimum Premium specified in Item 8 of the Schedule.

B) Overdue instalment - In consideration of the concession by Underwriters that the Premium for this Insurance may be paid in instalments and/or may be adjustable as detailed herein, it is hereby agreed by the Assured that in the event of the failure by the Assured or their authorised representative to pay any such Premium instalment or such additional Premium which may be due in accordance with the premium adjustment provisions herein within
30 days of the due date then this Insurance may be cancelled by the Underwriters as at the due date of said delinquent Premium instalment or additional Premium as the case may be, in accordance with the provisions of General Conditions 4 – Cancellation of Insurance

2. ADMINISTRATION OF CLAIMS:

Payments of Eligible Medical Expense claims shall be administered by the person or persons designated as claims Administrator in Item 10 of the schedule. Costs of the services so provided shall be borne by the Assured.
The Assured shall appoint the Claims Administrator designated in Item 10 of the Schedule to:

a. Supervise the administration and adjustment of all claims and verify their validity accuracy and computation; and
b. Maintain accurate records of all claim payments; and
c. Submit reports to Underwriters, within 90 days of the close of the a) third calendar quarter and b) within 150 days of forth calendar quarter giving details of.
1. The total claims paid during the respective periods;
2. The total number of Covered Inmates during each month;
3. All claims where the total aggregate sum paid in respect of the Covered Inmate exceeds 100.00% of the Retention by the Assured. Details must include the name or unique identifying Inmate number of the Covered Inmate, the date such person became a Covered Inmate the date of the accident or the date illness first manifested itself, the nature of the injury or illness and the estimated likely total cost of the claim
The Assured shall be responsible at their own cost and expense for the investigations, settlements or defence of any claims made or suit brought or proceedings instituted against the Assured.

Underwriters, at their own election and expense, shall have the right to participate with the Assured in the defence or appeal of any action, suit or proceedings as a result of which they may in their sole judgement, become liable for payment under this Insurance.
3. NOTIFICATION OF CLAIMS:

The Assured shall notify the Claims Administrator named in Item 10 of the Schedule prior to the transfer of any Covered Inmate to any Hospital. In the case of an emergency, where prior notification is not practical or possible, the Assured shall provide notification within 48 hours of the transfer or any Covered Inmate.

It is understood and agreed that the Assured hereby waives any rights to recovery from Underwriters for any reimbursement of any payment otherwise recoverable from them where notification to the Claims Administrator has not been tendered within the stated agreed time frame.

GENERAL CONDITIONS

1. LOSS PAYMENTS

In the event of any reimbursement being claimed under this insurance:

a. The Assured shall submit full details of the incurred Eligible Medical Expenses which have resulted in reimbursement being claimed hereunder to Underwriters for their agreement. Further, the Assured shall co-operate in every reasonable respect with the Underwriters and the Claims Administrator in the adjustment and computation of any claim for reimbursement made against Underwriters.

b. The Underwriters shall reimburse the Assured promptly for such valid amounts due.

2. SUBROGATION

The Assured undertakes to co-operate with Underwriters in the prosecution of any and all valid claims that they may have against third parties arising out of any occurrence which results or may result in a loss payment by the Assured or Underwriters and to account for any amounts recovered on the basis that Underwriters shall be entitled to recover first in full any sums paid by them before the Assured shares in any amount so recovered.
Should the Assured fail to prosecute any valid claims against third parties and Underwriters hereupon become liable to make payments to the Assured under the terms and conditions of this insurance then Underwriters shall be subrogated to all rights of the Assured. Any amount recovered by Underwriters shall be used to pay the expenses of collection and reimbursement of Underwriters for any amount that they may have paid or become liable to pay to the Assured. Any remaining amounts shall be paid to the Assured.

3. OTHER INSURANCE

Underwriters shall not reimburse the Assured if, at the time of payment of any claim, there is other insurance which would, or would but for the existence of this insurance, reimburse the Assured or the covered inmate except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

4. CANCELLATION OF INSURANCE

It is understood that, in addition to any cancellation pursuant to Conditions Precedent 1.B, this insurance may be cancelled by Underwriters in the event that the Assured is in breach of any other Warranty or condition, by giving 30 days written notice of such cancellation to the Assured or their authorised representative. If this insurance is cancelled it is agreed that:

a) The effective date of cancellation shall then automatically become the new effective expiry date of the Period of Insurance.

b) The Sums specified under Item 4 (Retention by Assured) and Item 5 (Limit of Underwriters' Liability) remains as specified.

c) The Assured shall pay to Underwriters any Deposit Premium or Premium instalment due but not paid at the effective date of cancellation.

5. INSPECTION AND AUDIT

Underwriters or their duly authorised representatives shall be permitted at all reasonable times during usual business hours during the Period of Insurance and up to two years after the termination of this Insurance, to examine and audit the books and/or records of the Assured and the Claims Administrator so far as they relate to this insurance and Underwriters' Liability and Premium.

6. ASSIGNMENT CHANGE OF WAIVER

No assignment of the Assured's interests hereunder shall be binding on Underwriters. The terms of this insurance shall not be waived or changed except by the express written agreement of Underwriters.

7. SERVICE OF SUIT

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such a suit may be made upon the person specified in Item 12 of the Schedule, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 Seventh Avenue, New York, NY 10019-6829, USA and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above mentioned are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United State which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designated the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

8. MISREPRESENTATION

This insurance shall provide no indemnity if the Assured makes any misstatement or concealment or commits fraud, either in the application which forms a part of this policy or in relation to any statement, warranty or declaration made by the Assured or their authorised representative, whether in writing or otherwise to Underwriters or their representatives, or in connection with the making of any claim hereunder.

9. INSOLVENCY

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Assured or the Claims Administrator shall not impose upon Underwriters any liability other than the liability in excess of the amount of the Retention by the Assured specified in Item 4 of the amount of the Retention by the Assured specified in Item 4 of the Schedule and not greater than the Limit of Underwriters' Liability specified in Item 5 of the Schedule

10. INTERMEDIARIES CLAUSE

WILLIAM R CAREY & CO., INC, 140 West Allendale Avenue, Allendale, NJ 07401, are recognised as the Brokers negotiating this insurance through whom all transactions and communications between the parties hereto shall be transmitted.

11. ERRORS AND OMISSIONS CLAUSE

It is hereby declared and agreed that any inadvertent delays, omissions or errors made in connection with this insurance shall not be held to relieve either of the parties hereto from any liability which would have attached to them hereunder if such delay, omissions or error had not been made, provided rectification be made upon discovery, and it is further agreed that in all things coming within the scope of this insurance the insurers shall share to the extent of their interest the fortunes of the Assured.

12. ARBITRATION CLAUSE (LLOYD'S)

If any dispute shall arise between the Assured and the insurers with reference to the interpretation of this insurance or the rights with respect to any transaction involved, the dispute shall be referred to two Arbitrators, one to be chosen by each party and such Arbitrators shall first choose an Umpire. If they are unable to agree upon an Umpire, they shall appeal to the Chairman of the Committee of Lloyd's to nominate him and in the event of the said Arbitrators not agreeing, the decision of the said Umpire shall be final and binding upon all parties. The Arbitrators and the Umpire shall interpret this insurance as an honourable engagement and they shall make their award with a view to affecting the general purpose of this insurance in a reasonable manner rather than in accordance with a literal interpretation of the language. Said Arbitration shall take place in London and the costs thereof shall be in the discretion of the Court of Arbitration.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

INSURER'S
LIABILITY: LMA3333 - (Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten

by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER
HEREON: 100% of 100%

BASIS OF
WRITTEN LINES: Percentage of Whole

SIGNING
PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

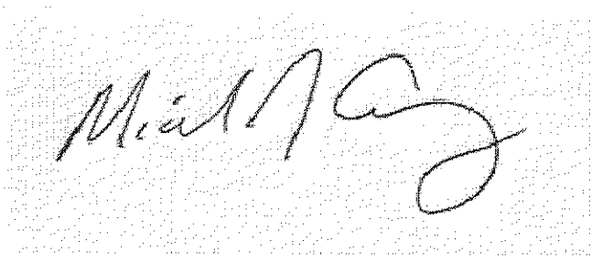
a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)Assured and all (re)insurers whose lines are to be varied. The variation to the contracts will taken effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

c) in respect of late orders once the placement is completed, in the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

d) Signed Lines will be advised to Insurers/Reinsurers within 30 days of inception (or within 30 days of placement completion in respect of late orders or incomplete placements) this will be done as a delinked submission to Xchanging Ins-Sure Services or by e-mail or closing advice if Non-Bureaux.

Authorized Representative



F-3

RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT FROM MARCH 1, 2018 TO FEBRUARY 28, 2019 IN AN AMOUNT NOT TO EXCEED $125,000.00

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

WHEREAS, the County has a need for the purchase and delivery of ammunition to be utilized by employees of the Prosecutor's Office, Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use; and

WHEREAS, it has been determined that the County of Gloucester can purchase said materials and supplies through State Contract #A81296, from Eagle Point Gun/TJ Morris & Son, with an address of 1707 Third Street, Thorofare, NJ 08086, in an amount not to exceed $125,000.00 from March 1, 2018 to February 28, 2019.

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed $125,000.00, therefore the contract is 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of ammunition for use by the County Prosecutor's Office, Sheriff's Department and the Department of Correctional Services is hereby authorized through State Contract #A81296, from Eagle Point Gun/TJ Morris & Son from March 1, 2018 to February 28, 2019 in an amount not to exceed $125,000.00; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

F-4

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE, EQUIPMENT AND RELATED SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF $57,169.40

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

WHEREAS, the County has a need for computer software, equipment and related service for use by the Prosecutor's Office at the Gloucester County Child Advocacy Center to support the High Tech Crimes Unit and Local Police Agencies; and

WHEREAS, it has been determined that the County can purchase said computer software, equipment and related services through State Contract #A89851 from Software House International of 290 Davidson Avenue, Somerset, NJ 08873; and

WHEREAS, the software, equipment and related services shall be as set forth in vendor's quote #14827861 (Cellebrite products) for $27,789.40; and quote #14849625 (Talino products) for $29,380.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $27,789.40 pursuant to CAF #18-01551, and $29,380 pursuant to CAF #18-01552, which shall be charged against line item #G-02-17-269-000-20652, for a total amount of $57,169.40.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of computer software, equipment and related services as referenced hereinabove from Software House International is hereby authorized through State Contract #A89851 for the total amount of $57,169.40 on or before December 31, 2018.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

f-4

Pricing Proposal
Quotation #: 14827861
Created On: 2/7/2018
Valid Until: 3/9/2018

GLOUCESTER COUNTY

Amy Gregg
P.O. BOX 337
WOODBURY, NJ 08096
United States
Phone: 856-853-3374
Fax:
Email: agregg@co.gloucester.nj.us

Inside Account Manager

Travis Oberweis
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	UFED 4PC Ultimate Cellebrite - Part#: A-UFED-01-016 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	$9,270.00	$9,270.00
2	CAS 10X Actions, for UFED User Cellebrite - Part#: CAS 10X ACTIONS Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	$18,519.40	$18,519.40
			Total	$27,789.40

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01551

ORDER DATE: 02/26/18
REQUISITION NO: R8-01776
DELIVERY DATE:
STATE CONTRACT: A89851
ACCOUNT NUM:

Pg 1

SHIP TO:
GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

VENDOR #: SOFTW003

VENDOR:
SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

~~SALES TAX ID # 21-6000600~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	UFED 4PC ULTIMATE CELLEBRITE PART# A-UFED-01-016	G-02-17-269-000-20652 Data Processing Equipment	9,270.0000	9,270.00
1.00	CAS 10X ACTIONS, FOR UFED USER CELLEBRITE PART #CAS 10X ACTIONS	G-02-17-269-000-20652 Data Processing Equipment	18,519.4000	18,519.40
	EQUIPMENT TO SUPPORT THE HIGH TECH CRIMES UNIT AND LOCAL POLICE AGENCIES.			
	TO BE INSTALLED AT THE CHILD ADVOCACY CENTER LOCATED AT 47 COOPER STREET, WOODBURY, NJ 08096			
	QUOTATION #14827861			
			TOTAL	27,789.40

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Pricing Proposal
Quotation #: 14849625
Created On: 2/12/2018
Valid Until: 3/14/2018

GLOUCESTER COUNTY

Amy Gregg
P.O. BOX 337
WOODBURY, NJ 08096
United States
Phone: 856-853-3374
Fax:
Email: agregg@co.gloucester.nj.us

Inside Account Manager

Travis Oberweis
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Fax:
Email: Travis_Oberweis@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	TALINO KA-301 Forensic Workstation SUMURI - Part#: Contract Name: Open Market Contract #: Open Market	2	$9,970.00	$19,940.00
2	TALINO KA-L Omega SUMURI - Part#: Contract Name: Open Market Contract #: Open Market	2	$4,720.00	$9,440.00
			Total	$29,380.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01552

ORDER DATE: 02/26/18
REQUISITION NO: R8-01775
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO
GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

~~VENDOR #: SOFTW003~~

VENDOR
SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/EA	TALINO KA-301 FORENSIC WORKSTATION	G-02-17-269-000-20652 Data Processing Equipment	9,970.0000	19,940.00
2.00/EA	TALINO KA-L - OMEGA. EQUIPMENT TO BE INSTALLED AT THE CHILD ADVOCACY CENTER,LOCATED AT 47 COOPER STREET, WOODBURY, NJ 08096	G-02-17-269-000-20652 Data Processing Equipment	4,720.0000	9,440.00
	QUOTATION #14849625			
			TOTAL	29,380.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

F-5

RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT V-74-15 GRANT AMOUNT TO $265,817.00, WITH AN IN-KIND MATCH OF $113,565.00 FOR A TOTAL OF $379,382.00 FROM JULY 1, 2017 TO JUNE 30, 2018

WHEREAS, by resolution adopted on December 6, 2017, a grant application with the NJ Division of Criminal Justice was authorized on behalf of the County Prosecutor's Office relative to the Victims of Crime Act (VOCA) Grant V-74-15, with grant funds in the amount of $261,317.00 and an in-kind match of $113,565.00, for a total of $374,882.00 for grant period April 1, 2018 to June 30, 2018; and

WHEREAS, after submission of said grant application, the State requires modifications to revise the grant amount to $265,817.00 with an in-kind match of $113,565.00, for a total amount of $379,382.00 for the grant term July 1, 2017 to June 30, 2018.

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

1. That amendment to the Victims of Crime Act (VOCA) Grant, V-74-15 is hereby authorized and approved to revise the grant amount to $265,817.00 with an in-kind match of $113,565.00, for a total amount of $379,382.00 for the grant term July 1, 2017 to June 30, 2018.

2. That the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment; and,

3. That all terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

f-5

DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION

To participate in the Federal grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of federal funds and your participation in the federal grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;[1] however, your Resolution must include the following data elements:

* The name of the Subrecipient's Unit of Government/Non-Profit Organization; GLOUC. CO.

* The name of the Federal Grant Program; VOCA

* The Subaward number; V 74-15

* The Subaward period; 7-1-17 — 6-30-18

* The total amount of the award which must **include and specifically identify** the Federal amount and any required in-kind or cash match (if applicable, also identify any required local match); 265,817 + 113,565 = 379,382

* Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and

* Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

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[1] If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
PO BOX 080
TRENTON, NJ 08625-0081

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

GURBIR S. GREWAL
Attorney General

JENNIFER E. FRADEL
Administrator

February 22, 2018

Kris Gallagher, VW Coordinator
Gloucester County Prosecutor's Office-VW Unit
70 Hunter Street, P. O. Box 623
Woodbury, New Jersey 08096-4604

Re: **Victims of Crime Act (VOCA) Grant Program**
Project Title: County Office of Victim Witness Advocacy
Subaward Number: V-74-15

Dear Ms. Gallagher:

We are pleased to advise you that your agency will receive a grant in the amount of $265,817 through the Victims of Crime Act (VOCA) Grant Program. As a condition of the award, your agency agrees to provide $113,565 as match, bringing the total project amount to $379,382. Enclosed for your grant file are copies of your budget detail form and budget narrative which have been conditionally approved. Please note your budget and budget narrative are subject to additional review and final approval from the Office of the Attorney General.

The enclosed Subaward Contract and any accompanying documents must be signed by the authorized signatory and originals returned by mail to our office by March 9, 2018. The signed documents will be sent along with the Subaward Contract to the Office of the Attorney General for signature.

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A copy of the fully executed package including the final approved project budget will be returned for your files. If you have any questions or need further assistance, contact your Program Analyst, Isaac Junius at (609) 376-2435.

Sincerely,

Kerry Pimentel, Chief
Grants and Program Development
NJ Office of the Attorney General

Enclosure(s)
c. Charles A. Fiore, Acting Prosecutor
Tracey Giordano, Chief Financial Officer
Isaac Junius, Program Analyst
Marilyn Easley, Grants & Program Develop Section, OAG

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD

PROJECT TITLE Victims of Crime Act Grant Program, County Office of Victim Witness Advocacy	**SUBAWARD AMOUNT** Federal $265,817 Match $113,565 **Total $379,382**
SUBRECIPIENT Gloucester County **DUNS NO. 9573622447**	**Subrecipient Indirect Cost Rate (ICR) N/A**
	CFDA NO. 16.575 - Crime Victim Assistance **CFDA AMOUNT** $2,361,000,000
FEDERAL AWARD IDENTIFICATION NO. 2015-VA-GX-0021 **FEDERAL AWARDING AGENCY** Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice	**FEDERAL AWARD DATE** 9/15/2015 **FEDERAL AWARD AMOUNT** $53,992,667 **L&PS ICR 3.16%**
STATE ACCOUNT NO. FY15-100-066-1020-142	**DATE OF AWARD February 21, 2018**

In accordance with the provisions of 42 U.S.C. § 10603(a) and N.J.A.C. § 13:1E-1.2(c) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient subaward in the amount specified for the purposes set forth in the approved application. Project provides services to victims of all crimes.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

Signature of Authorizing Official

Typed Name of Official and Title

Date

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Attorney General or Designee

Date

Subaward Number: V-74-15

Subaward Period: 07/01/17 to 6/30/18

Subrecipient Fiscal: Year Start Date: January

Contact:
William H. Cranford, Deputy Administrator
Office of the Attorney General
609-376-2445
grants@njoag.gov

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FFY 2015
VICTIMS OF CRIME ACT (VOCA)

GENERAL CONDITIONS

Subrecipient: Gloucester County

Project Title: County Office of Victim Witness Advocacy

Subaward Number: V-74-15

Project Duration: 07/01/17 to 06/30/18

Federal General Conditions

1. **Non-Supplanting Requirement:** The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.

2. **Compliance with State and Federal Laws:** The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) and the Office for Victims of Crime (OVC) concerning all federal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, and regulations will be grounds for termination of this subaward.

3. **Allowable Costs:** the Subgrantee agrees that grant funds will be used only for allowable costs as determined by the applicable Federal cost principles specific to the Subgrantee found at 2 CFR Part 200, Subpart E, Costs Principles (2 CFR § 400 et seq.) and according to the most current edition of the OJP Financial Guide, and the State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-OS-OMB.

4. **Compliance with Program Guidelines:** The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the FY 2015 Victims of Crime Act (VOCA) program guidelines, the most current edition of the OJP Financial Guide, and where applicable,

the 2015 DOJ Financial Grants Guide, as well as the Division of Criminal Justice (DCJ) VOCA program guidelines and application package.

5. **Uniform Relocation Assistance and Real Property Acquisition Policies Act:** The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. **Hatch Act/Political Activity Limitations:** The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.

7. **Debarments and Suspensions:** The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

8. **Minimum Wage/Maximum Hours:** The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

9. **Conflicts of Interest:** The Subgrantee must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy pursuant to 2 CFR 200.112. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

10. **Mandatory Disclosures:** Pursuant to the mandatory disclosure requirements of 2 CFR 200.113, the Subgrantee must disclose in a timely manner and in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award to the Division of Criminal Justice (DCJ)/State Office of Victim Witness Advocacy (SOVWA). Subgrantees that have received a Federal award including the term and condition outlined in Appendix XII--Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

11. **Program Income:** The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to use program income and commit program income to funds/accounts already dedicated to further eligible program objectives. The Subgrantee agrees to comply with the program income requirements of 2 C.F.R. Part 200.307 the most current edition of the OJP Financial Guide - Program Income on the use,

disposition, accounting and reporting for program income. The use of program income must be shown on the detailed cost statements.

State Circular Standard Grant Agreement Form, 15-08-OMB, defines program income to include any interest earned of $250 or more in a fiscal year on advances of grant funds.

12. **Audit Requirements:** As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et. seq., the most current edition of the OJP Financial Guide - Audit Requirements, the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

    The Subgrantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described VOCA Program Guidelines. The Subgrantee must submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.

13. **Flood Insurance Protection:** The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **National Historic Preservation Act:** The Subgrantee agrees to assist the U.S. Department of Justice (DOJ) and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.

15. **Compliance with DOJ Requirements:** The Subgrantee agrees to comply with, and assure the compliance of its contractors, with all the requirements imposed by DOJ, including any applicable regulations, contained in Title 28 of the CFR.

16. **Trafficking Victims Protection Act:** The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein, and state the Federal awarding agency may unilaterally terminate this award, without penalty, if a subgrantee or its employees engage in severe forms of trafficking in persons during the period of time that the award is in effect;

procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of this award.

17. **Civil Rights Training:** The Subgrantee shall adopt procedures to respond to discrimination complaints, including those filed directly with the Subgrantee, from its employees and clients, customers, and program participants. These procedures shall be in accordance with the Department of Law and Public Safety's Federal Civil Rights Compliance Policy for Addressing Civil Rights Complaints. The Policy is available via the Internet at http://www.nj.gov/lps/grants/lps-fed-discim-policy-grants.pdf.

    The Subgrantee also certifies that an Authorized Official, Project Director, or designee has completed the Department's Subrecipient Civil Rights Compliance Training, online at http://www.nj.gov/lps/grants/lps-subrecipient-civil-rights-compliance.pdf, has provided DCJ with the original Certificate of Completion as part of its subgrant award package, and maintains a copy in its official Subgrantee file.

18. **Non-Discrimination Requirements:** The Subgrantee agrees to comply, and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

    Exception: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Subgrantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

19. **Retaliatory Actions:** In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in paragraph 15.

20. **Equal Treatment for Faith Based Organizations:** The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

21. **Limited English Proficiency Standards:** The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at http://www.lep.gov.

22. **Reporting and Data Collection Requirements:** The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the U.S. DOJ, the Federal Office for Victims of Crime (OVC), L&PS, and DCJ.

23. **Licensing and Publishing:** The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

24. **Made in America:** Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired for public use, unless the head of the department or independent establishment concerned determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable (41 USCS §8302).

25. **On-the-Job Seat-Belt Usage:** Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.

26. **INS Employment Eligibility Form (I9):** Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

27. **False Claims Act:** The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

28. **Match Requirement:** In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, Financial Guide, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing. If an agency is unable to provide match, DCJ and OVC will consider waivers on a case-by-case basis.

29. **Salary Limits:** The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov).

30. **Consultant/Speaker Rate:** The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed $81.25 per hour or $650 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide - Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds $650 per day the Subgrantee will receive written approval from DCJ.

31. **Equipment:** Equipment must be used, maintained, and disposed of in a manner consistent with the standards outlined in 2 CFR Part 200, Subpart D, Subtitle 3, Equipment (2 CFR 200.313, supplemented by 2 CFR 2800.313), which includes, but is not limited to, the following requirements: title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity subject to the obligations and conditions set forth in 2 CFR 200.313, supplemented by 2 CFR 2800.313; property may not be encumbered without approval of the Federal awarding agency or pass-through entity; property must be used and disposed of in accordance with paragraphs (b), (c) and (e) of 2 CFR 200.313, supplemented by 2 CFR 2800.313; equipment must be used for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project; property records must be maintained that include a description of the property, a serial number or other

identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

32. **Drug-Free Workplace:** Subgrantee must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 28 CFR Part 83.

33. **Federal Funding Accountability and Transparency Act of 2006:** The Subgrantee agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA).

34. **Procurement:** the Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements and agrees to conduct every procurement transaction in an open, free, and fair competition pursuant to 2 CFR Part 200, Subpart D, Subtitle 3, Procurement Standards (2 CFR Part 200.317 et seq.) and the most current edition of the OJP Financial Guide.
Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

35. **Sole Source Procurement:** All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of $150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from DCJ and DOJ. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908.

A noncompetitive procurement process may be used when a Subgrantee can document:

1. The item or service is available only from a single source;
2. A true public exigency or emergency exists; or
3. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

State General Conditions

1. **Project Delays:** If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to DCJ explaining the implementation delay. Upon receipt of the 90-day letter, DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.

2. **Compliance with State and Federal Laws:** The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime (OVC), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.

3. **Legal Authority for Application:** The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

4. **Grant Fund Availability:** The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of funds appropriated to L&PS by the State Legislature from state and/or federal revenue streams and other applicable funding sources. In addition, if the Attorney General deems a subgrantee's program a priority, it may affect your funding. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement. In no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set forth in the grant agreement.

5. **Anti-Discrimination/Affirmative Action:** The Subgrantee assures that it will comply, and all of its contractors will comply, with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

6. **Performance Period:** The Subgrantee agrees that the work will be performed within the subgrant period.

7. **Timekeeping Systems:** Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

8. **No State Employee Status:** The Subgrantee understands and agrees that non-State employees or other persons performing services in connection with a subgrant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

9. **Indemnification:** The Subgrantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

10. **Financial Management System:** The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain an accurate and complete disclosure of financial results for each subgrant in the Detailed Cost Statements (DCS), create procedures to determine allowable costs, and provide source documentation for financial records.

11. **Accounting Records:** The Subgrantee agrees to enter, maintain, and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Subgrantee shall disburse grant

funds in accordance with the provisions of the subgrant throughout the project period and in accordance with conditions DCJ may require.

12. **Trust Account:** If the Subgrantee receives an advance of grant funds, the Subgrantee must establish a trust fund to deposit the funds. The trust fund may or may not be an interest-bearing account.

13. **Advances of State Grants:** If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.

14. **Final Audits:** In the event a final audit has not been performed prior to the closeout of the grant, L&PS retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

15. **Data and Reporting Requirements:** The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, then L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.

16. **Records Retention:** Unless otherwise directed by LP&S, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.

17. **Budget Revisions/Grant Extensions:** The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:

    a. Deviations in excess of one (1) percent from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form (GARF). Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.

    b. L&PS may request changes in the scope of services of the Subgrantee to be performed under this agreement. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee, must be incorporated in written amendments to this grant.

    c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days' notice to the Subgrantee, reduce the grant amount by a sum that more fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a

determination is made by L&PS subsequent to the awarding and receipt of the funds by the Subgrantee, the reduced amount will be remitted to L&PS.

d. If the revision requested will result in a change to the Subgrantee's approved project, which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.

18. **Compliance with Performance Goals:** The Subgrantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subgrantee monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

a. The Subgrantee shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
   i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.
   ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

b. L&PS may, at its discretion, make site visits to:
   i. Review program accomplishments and management control systems.
   ii. Provide such technical assistance as may be required.
   iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
   iv. Ensure compliance with all pertinent civil rights laws and regulations.

19. **Failure to Comply with Award Conditions:** If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute, regulation, assurance, general condition, special condition, state plan/application, notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate:

a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
b. Disallow all or part of the cost of the activity or action not in compliance.
c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
d. Withhold further awards for the program.
e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
f. Take other remedies that may be legally available.

20. **Grant Termination:** When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant

and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

21. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

22. **L&PS Termination of the Grant:** The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with an effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accordance with the legal right and liability of the parties.

23. **Mutual Termination of the Grant:** L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

24. **Grant Termination - Notification and Due Process:** If the Subgrant award is terminated for the Subgrantee's failure to comply with Federal statutes, regulations, or terms and conditions of the Subgrant, L&PS will provide notification to the Subgrantee, including information that the decision may be considered in evaluating future applications.

    In taking an enforcement action, L&PS may provide the Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Subgrantee is entitled under any statute or regulation applicable to the action involved.

25. **High Risk Subgrantees:** In addition to the federal requirements regarding High Risk status, located at 2 CFR Parts 200.205 and 200.207, the Subgrantee also agrees to comply with the High Risk status requirements below:

    a. If L&PS determines that a Subgrantee:
        i. Has a history of unsatisfactory performance.
        ii. Is not financially stable.
        iii. Has a financial management system that does not appear adequate according to the General Conditions or does not meet the standards set forth in Section VIII of State Circular 07-05-OMB, Grant Agreements - Agency Contracts.
        iv. Has not conformed to terms and conditions of previous awards.

v. Is otherwise not responsible, but L&PS determines that an award will be made, then special conditions and/or restrictions shall correspond to the high risk status and shall be included in the award.

b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
   i. Payment on a reimbursement basis.
   ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
   iii. Requiring additional, more detailed financial reports.
   iv. Requiring additional project monitoring.
   v. Requiring the Grantee to obtain technical or management assistance.
   vi. Establishing additional prior approvals.

c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
   i. The nature of the special conditions/restrictions.
   ii. The reason(s) for imposing the special conditions.
   iii. The corrective actions that must be taken before the special conditions will be removed by L&PS and the time allowed for completing the corrective actions.
   iv. The method of requesting reconsideration of the conditions/restrictions imposed.

26. **Subcontracts and Assignments:** The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of DCJ. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

27. **Contracts with Subcontractors/Vendors:** The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
   a. A timekeeping system requirement as specified above.
   b. The hourly rate for certified providers will be based on experience and comparable rates for the field of service. All rates must be pre-approved by DCJ.
   c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid) with appropriate monitoring, oversight, and authority.
   d. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

28. **Public Works Contractor Registration:** The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

29. **Allowable Costs:** The Subgrantee agrees that grant funds will be used only for allowable costs as determined by applicable federal cost principles specific to the Subgrantee located at 2 C.F.R. 200.400 et seq. and in the OJP Financial Guide - Allowable Costs, the VOCA Program Guidelines, and State Circular Letter 07-05-OMB, Grant Agreements - Agency Contracts.

30. **Purchase of Equipment:** The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

31. **Purchase of Consumable Supplies:** The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.

32. **Purchase of Services:** Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

33. **Purchase of Services by State Agencies:** For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

34. **Entertainment, Meals, and Refreshments:** The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide - Food and Beverage, when using subgrant funds to purchase food, beverages, and refreshments for project activities.

35. **Travel/Training:** Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

36. **Property:** The Subgrantee agrees that property furnished by L&PS, acquired in whole or in part with federal or L&PS funds, or whose cost was charged to a project supported by federal or L&PS funds, shall be utilized and disposed of in a manner generally consistent with state and federal requirements.

37. **Overtime:** The Subgrantee agrees that overtime expenses must be directly related to pre-approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

38. **Insurance Costs:** The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.

39. **Corruption of Public Resources Act:** The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years and a fine of up to $500,000, pursuant to N.J.S.A. 2C:30-8.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

_____	V-74-15
Subrecipient	**Subaward #**
_____	_____
Signature of Authorized Official	**Title (County Executive, County Manager, County Supervisor, or County Board President)**
Robert M. Damminger, Freeholder Director	_____
	Date

THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

FFY 2015
VICTIMS OF CRIME ACT (VOCA)

SPECIAL CONDITIONS

Subrecipient: Gloucester County

Project Title: County Office of Victim Witness Advocacy

Subaward Number: V-74-15

Project Duration: 07/01/17 to 06/30/18

Federal Special Conditions

1. **OMB Uniform Guidance (2 CFR Part 200, et seq.):** The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R, Part 2800 (the "Part 200 Uniform Requirements") as this is a 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the 2 C.F.R. Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   Potential availability of grace period for procurement standards: Under the 2 C.F.R. Part 200 Uniform Requirements, a time limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

   For more information on the 2 C.F.R. Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, please see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

2. **Applicable Requirements and Procedures:** The Subrecipient agrees to comply, and assure the compliance of its contractors, with the applicable provisions, requirements, and procedures of

the federal Office of Justice Programs (OJP), Office for Victims of Crime (OVC), available at http://www.ojp.usdoj.gov/ovc/, the Victims of Crime Act (VOCA), 42 U.S.C. §10601 et seq., the VOCA Grant Program Guidelines, the State of New Jersey VOCA Victim Assistance Grant (VAG) Program Administration and Funding Guidelines, and any requirements outlined in the notification, award, and other correspondence sent to the Subrecipient.

The Subrecipient agrees that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, 42 U.S.C. 10603(a)(2) and (b)(1) and (2), which require that the subrecipient:

a. is an eligible victim assistance organization, 42 U.S.C. 10603(a)(2);
b. is not using the funding to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2); and
c. is allocating funding in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

3. **2015 DOJ Grants Financial Guide:** The Subrecipient agrees to comply with the current edition of the OJP Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").

4. **Equal Employment Opportunity Plan:** The Subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the Subrecipient, and may result in suspension or termination of funding until such time as the Subrecipient is in compliance, or termination of the award.

5. **Outstanding Audit Issues:** The Subrecipient understands and agrees that the New Jersey Division of Criminal Justice (DCJ) may withhold funds, or may impose other related requirements, if the Subrecipient does not satisfactorily and promptly address outstanding issues (if any) from audits required by the 2 C.F.R. Part 200 Uniform Requirements or by the terms of this award, and any other audits of OJP grant funds, as further described in the current edition of the OJP Financial Guide.

6. **Lobbying Prohibition:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval from DCJ and OJP, through DCJ.

7. **False Claims Act:** The Subrecipient must promptly refer first to DCJ, and then to the DOJ OIG, any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has –

   (1) submitted a claim for award funds that violates the False Claims Act; or

(2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG:

via mail: Office of the Inspector General, U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington, DC 20530
via e-mail: oig.hotline@usdoj.gov
via hotline: 1-800-869-4499 (contact information in English and Spanish)
via hotline fax 1-202-616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

8. **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters:** No Subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

   a. In accepting this award, the Subrecipient–
      i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.
   b. If the Subrecipient does or is authorized to make subawards or contracts under this award –
      i. it represents that –

1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. **ACORN Prohibition:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

10. **High-Risk Subrecipients:** The Subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk subrecipient. Cf 28 C.F.R. parts 66, 70.

11. **System for Award Management (SAM):** The Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The Subrecipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here.

    This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

12. **Texting and Driving Prohibition:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. **Conferences, Meetings, Trainings, and other Event Costs:** The Subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

14. **Trainings and Related Materials:** The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

15. **Religious or Moral Beliefs Discrimination Prohibition:** The Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

16. **Computer Network Requirements Regarding Pornography:** The Subrecipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

17. **De Minimis Indirect Cost Rate:** A Subrecipient that is eligible under the 2 C.F.R. Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.4140, and that elects to use the "de minimis" indirect cost rate, agrees to advise OJP, through L&PS and DCJ, in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements, The "de minimis" rate may be applied only to modified total direct costs (MTDC).

18. **Data Collection and the Government Performance and Results Act:** The Subrecipient must collect, maintain, and provide to OJP, through DCJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified

in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

19. **Access to Records:** The Subrecipient authorizes the OVC, the Office of the Chief Financial Officer (OCFO), and DCJ, and their representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA Subrecipients will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

20. **Subgrant Award Report (SAR):** The Subrecipient agrees to submit a Subgrant Award Report (SAR) to OVC, through DCJ, for each subaward it has under VOCA victim assistance funding, within forty-five (45) days of the award of funds to the subrecipient. States and territories are required to submit this information to OVC through the automated system.

21. **Demographic Data:** The Subrecipient assures that it will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

22. **Discrimination Findings:** The Subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to DCJ and the Office for Civil Rights of OJP.

23. **National Environmental Policy Act:** The Subrecipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Subrecipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Subrecipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

24. **Federal Funding Accountability and Transparency Act of 2006 (FFATA):** The Subrecipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

The details of recipient and subrecipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. **Performance Reports:** The Subrecipient agrees to submit performance reports on the performance metrics identified by OVC, and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. Beginning October 1, 2015, the Subrecipient agrees to submit to DCJ such information quarterly.

26. **Availability of Financial Statements:** All non-profit Subrecipients of VOCA Assistance funding under this award must make their financial statements available online (either on the recipient's, the subrecipient's, or another publicly available website). OVC will consider subrecipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

27. **Non-profit Status:** All non-profit subrecipients of VOCA Assistance funding agree to certify their non-profit status. The Subrecipient may certify its non-profit status by submitting a statement to DCJ (to be placed in the grant file) affirmatively asserting that the Subrecipient is a non-profit organization, and indicating that it has on file, and available upon audit, either — 1) a copy of the Subrecipient's 501(c)(3) designation letter; 2) a letter from the Subrecipient's state/territory taxing body or state/territory attorney general stating that the Subrecipient is a non-profit organization operating within the state/territory; or 3) a copy of the Subrecipient's state/territory certificate of incorporation that substantiates its non-profit status. Subrecipients that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the Subrecipient is a local non-profit affiliate.

Program Specific Special Conditions

1. **Financial and Programmatic Reporting:** The Subrecipient agrees to file timely **monthly or quarterly** (as specified by letter sent with the fully executed contract) Detailed Cost Statements (DCS) with state payment vouchers and to file timely **quarterly** programmatic progress reports. A Final DCS must be filed to document receipt and expenditures of all grant funds. The last quarter programmatic progress report will serve as the final report.

2. **Volunteers:** The Subrecipient agrees to use volunteers in the victim services project as a condition of receiving VOCA funds. If the Subrecipient is not using volunteers, a waiver from the State Office of Victim Witness Advocacy for this project must be obtained.

3. **Victim Aid, Consumable Supplies and Equipment:** The Subrecipient must obtain Division of Criminal Justice approval for purchases if not itemized in the Budget Detail Form or Budget Narrative.

4. **Victims of Crime Compensation Office:** The Subrecipient agrees to inform victims about the Victims of Crime Compensation Office (VCCO) and assist victims in filing claims, upon request of the victim.

5. **No charge to Victims for VOCA Funded Services:** The Subrecipient agrees to provide services to crime victims, at no charge, through the VOCA funded project.

6. **Audit Requirements:** The Subrecipient agrees to comply with the audit requirements of State Circular 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, in addition to the federal audit requirements (i.e. the federal Single Audit Act of 1984, Pub. L. 98-502, as amended; the organizational audit requirements of 2 C.F.R. Part 200.500, et. seq.; and the most current edition of the OJP Financial Guide - Audit Requirements, the Government Accountability Office's Government Auditing Standards (Yellow Book)).

7. **Publications:** The Subrecipient agrees that it shall submit one (1) copy of all reports and proposed publications resulting from funding under this grant, 120 days prior to public release. The Subrecipient agrees that any written, visual, or audio publications, with the exception of press releases, whether published at the Subrecipient's or government's expenses, shall contain the following statement:

   > "This project was supported by Grant Number _____ (if applicable, contact grant analyst for Grant Number) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this product are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The Subrecipient agrees to follow the current edition of the OJP Financial Guide for allowable printing activities. The Subrecipient agrees to follow OVC's publishing Guidelines available at www.ovc.gov/publications/infores/pubguidelines/welcome.html.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Victims of Crime Act (VOCA) Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that my agency will comply with the provisions of the VOCA Grant Program and all other applicable federal and state laws, regulations, and guidelines.

	V-74-15
Subgrantee	**Grant Number**
Signature of Authorized Official	**Title** (e.g. Executive Director, Agency Head, President, Chairperson of the Board)
Robert M. Damminger, Freeholder Director	
	Date

Applicant: County of Gloucester **Grant No:** V 74-15

Budget Detail Form

COST ELEMENT					
A. Personnel **1. Salaries and Wages** List each name and position	% of time (or number of hours) spent on the project to be funded with Subaward Funds and/or Match	Annual Salary or Hourly Rate	**Subaward Funds**	**Match**	**Project Total**
Kris Gallagher, VW Coordinator	43%	$77,416	$33,289		$33,289
Lillian Robinson, VW Advocate	43%	$70,988	$30,524		$30,524
Rosemarie Seider Paquin, VW Advocate	39%	$70,988	$27,685		$27,685
Donna Adair, VW Advocate	47%	$70,988	$33,364		$33,364
Leslie Taylor, VW Advocate	49%	$60,927	$29,854		$29,854
Evelyn Montoya, VW Advocate	16%	$35,046	$5,607		$5,607
Angela Brown, VW Clerical	51%	$52,857	$26,957		$26,957

SUB-TOTAL SALARIES AND WAGES	**$187,280**		**$187,280**

Applicants must submit a Budget Detail Form detailing how both the requested subaward funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown.

Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: County of Gloucester **Grant No:** V 74-15

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position **CFR=60.64%**	**Subaward Funds**	**Match**	**Project Total**
Kris Gallagher $33,289 x 60.64% =$20,186 Pension15.00%= $4993 , Group Ins 37.77%= $12,573 , FICA 7.65%= $2547 , NJES .22%= $73		$20,186	$20,186
Lillian Robinson $30,524 x 60.64%=$18,510 Pension15.00%= $4579, Group Ins 37.77%=$11,529 , FICA 7.65%=$2335, NJES .22%= $67		$18,510	$18,510
Rosemarie Seider-Paquin $27,685 x 60.64% =$16,788 Pension15.00%=$4153, Group Ins 37.77%=$10,456, FICA 7.65%=$2118, NJES .22%=$61		$16,788	$16,788
Donna Adair $33,364 x 60.64%= $20,231 Pension15.00%=$5005, Group Ins 37.77%=$12,601, FICA 7.65%=$2552, NJES .22%=$73		$20,231	$20,231
Leslie Taylor $29,854 x 60.64% = $18,103 Pension15.00%= $4478, Group Ins 37.77%=$11,276, FICA 7.65%=$2284, NJES .22%=$65		$18,103	$18,103
Evelyn Montoya $5,607 x 60.64% =$3,400 Pension15.00%=$841, Group Ins 37.77%=$2,118, FICA 7.65%=$429, NJES .22%= $12		$3,400	$3,400
Angela Brown $26,957 x 60.64% = $16,347 Pension15.00%= $4043, Group Ins 37.77%=$10,182, FICA 7.65%=$2,062, NJES .22%=$59		$16,347	$16,347
Fringe Benefits rate Breakdown Pension 15.00% Group Insurance 37.77% FICA 7.65% NJES .22% **Total Fringe Benefits rate 60.64%**			

SUB-TOTAL FRINGE BENEFITS		**$113,565**	**$113,565**

TOTAL SALARIES, WAGES AND FRINGE	**$187,280**	**$113,565**	**$300,845**

Applicant: County of Gloucester **Grant No:** V 74-15

Budget Detail Form

COST ELEMENT				Subaward Funds	Match	Project Total
B. Purchase of Services						
Name of Provider	**Contracted Services Provided/ Seminar Registration/ Costs of professional services**	**Unit Cost/ Hourly Rate**	**Units/ Project Hours**			
1. National Center for Victims of Crime 2018 National Training Institute Registration for 2 Advocates @$700 = $1400				$1,400		$1,400
2. 2018 NOVA 44rd Annual Training Registration for 2 Advocates @ $600 = $1200				$1,200		$1,200
3. 2018 EVAWI Conference Registration for 1 Advocate @ $ 545 = $545				$545		$545
4. 2017 20th Annual Sex Crimes Information Sharing Conference Registration for 2 Advocates @ $175 = $350				$350		$350
5. Cell Phone Services: $55 per month x 7 advocates x 12 months = $4,620				$4,620		$4,620
See budget narrative for details for all the above						
TOTAL PURCHASE OF SERVICES				**$8,115**		**$8,115**

Applicant: County of Gloucester **Grant No:** V 74-15

C. Travel, Transportation, Subsistence (show food costs related to travel only)			Subaward Funds	Match	Project Total
Purpose / Location	**Item (e.g., # of Miles)**	**Computation (e.g., $.31 per Mile)**			
National Center for Victims of Crime 2018 National Training Institute 1. Hotel 2 advocates @ $ 265 x 3 = $795 x 2 = $1590 2. Airfare 2 advocates@ $450 x 2 = $900 3. Meals 2 advocates@ $50 per day x 4 days = $200 x 2= $400 4. Ground Transportation 2 advocates @ $100 = $200 5. Baggage 2 advocates@ $50=$100			$3190		$3190
2018 NOVA 44th Annual Training 1. Hotel 2 advocates @ $265x5= $1325 x 2 = $2650 2. Airfare 2 advocates @ $ 450 x 2 = $900 3. Meals 2 advocates @ $50 per day x 5 days = $250 x 2 = $500 4. Ground Transportation 2 advocates @ $100 = $200 5. Baggage 2 advocates @ $50 = $100			$4350		$4350
2018 EVAWI Conference 1. Hotel 1 advocate @ $265 x 3=$795 = $795 2. Airfare 1 advocate @ $450 3. Meals 1 advocate @ $50 per day x 4 days = $200 x1= $200 4. Ground Transportation 1 advocate @ $100 = $100 5. Baggage 1 advocate @ $50 = $50			$1595		$1590
See Budget narrative for details for all the above					
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE			**$9,135**		**$9,135**

Applicant: County of Gloucester **Grant No:** V-74-15

Budget Detail Form

COST ELEMENT	Subaward Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
Postage 30,612 @ .49	$15,000		$15,000
Envelopes 20,000 @ $20.75 per box: $28.75 x 20,000 = $575	$575		$575
Printing Paper 20 cases @ $24.34 per case = $487.00	$487		$487
Laptop @ $2116.16 x 7 = $14,813	$14,813		$14,813
Wireless mouse @ $14.99 x 7 = $105	$105		$105
Travel Keyboard @ $117 x 7 = $819	$819		$819
cellular phones @ $100 x 7 = $700	$700		$700
Filing Cabinets @ $400 x 2 = $800	$800		$800
Desk Chairs @ $250 x 9 = $2,250	$2,250		$2,250
See budget narrative for details for all the above			
TOTAL CONSUMABLE SUPPLIES	**$35,549**		**$35,549**

Applicant: County of Gloucester **Grant No:** V 74-15

E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)	**Subaward Funds**	**Match**	**Project Total**
Rent (in budget narrative, indicate square footage and cost per square foot)			
Utilities (in budget narrative, specify utility)			
Telephone (landline)			
Other (specify)			
Other (specify)			
TOTAL FACILITIES			

Applicant: County of Gloucester **Grant No:** V 74-15

Applicant: County of Gloucester **Grant No:** V-74-15

Budget Detail Form

COST ELEMENT	Subaward Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
Vehicle (see budget narrative for details)	$20,000		$20,000
Videoconferencing Package (see budget narrative for details)	$5,738		$5,738
TOTAL EQUIPMENT	**$25,738**		**$25,738**

G. Victim Aid for VOCA, VAG, VAWA Grants Only (list each item & show unit cost & calculations)	Subaward Funds	Match	Project Total
TOTAL VICTIM AID	0	0	0

Applicant: County of Gloucester **Grant No:** V 74-15

H. Indirect Costs	Subaward Funds	Match	Project Total
TOTAL INDIRECT COSTS	0	0	0

	Subaward Funds	Match	Project Total
TOTAL PROJECT COST (Sections A thru G)	**$265,817**	**$113,565**	**$379,382**

Victims of Crime Act (VOCA) Grant Program
V-74-15
Budget Narrative

PERSONNEL

A1. Salary & Wages (Subgrant Funds) **$187,280**

Kris Gallagher is the Victim Witness Coordinator with an annual salary of $77,416. We are requesting the grant to pay $33,289, which represents 43% of her salary. Kris is the coordinator and supervisor of the unit. She provides direct victim services to victims of all crime types. She is also the MDT Coordinator representing Gloucester County.

Lillian Robinson is a Victim Witness Advocate with an annual salary of $70,988. We are requesting the grant to pay $30,524, which represents 43% of her salary. Lillian provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters. She is also the office representative for The Gloucester County Sexual Assault Prevention Coalition.

Rosemarie Seider Paquin is a Victim Witness Advocate with an annual salary of $70,988. We are requesting the grant to pay $27,685, which represents 39% of her salary. Rosemarie provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters. She is also the office's representative for The Gloucester County Elder Abuse Committee.

Donna Adair is a Victim Witness Advocate with an annual salary of $70,988. We are requesting the grant to pay $33,364, which represents 47 % of her salary. Donna provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters.

Leslie Taylor is a Victim Witness Advocate with an annual salary of $60,927. We are requesting the grant pay $29,854, which represents 49% of her salary. Leslie provides direct victim services to victims of all crime types for Superior Court pre and post indictment matters.

Evelyn Montoya is a Victim Witness Advocate with an annual salary of $35,046. We are requesting the grant pay $ 5,607, which represents 16% of her salary. Evelyn provides direct victim services to victims of domestic violence Superior Court pre indictment matters and domestic violence municipal court proceedings.

Angela Brown is a Clerk 3 with an annual salary of $52,857. We are requesting the grant pay $26,957, which represents 51% of her salary. Angela is the clerk for the Victim Witness Unit.

The salary figures are based on the CWA contract in effect from January 1, 2015 to January 1, 2018.

Salary Match **No Match in Salary**

A2. Fringe Benefits (Match Funds Only) **$113,565**

- Kris Gallagher $33,289 x 60.64% =**$20,186**
  Pension15.00%= $4993, Group Ins. 37.77%= $12,573, FICA 7.65%= $2547, NJES .22%= $73
- Lillian Robinson $30,524 x 60.64%=**$18,510**
  Pension15.00%= $4579, Group Ins. 37.77%=$11,529, FICA 7.65%=$2335, NJES .22%= $67
- Rosemarie Seider-Paquin $27,685 x 60.64% =**$16,788**
  Pension15.00%=$4153, Group Ins. 37.77%=$10,456, FICA 7.65%=$2118, NJES .22%=$61
- Donna Adair $33,364 x 60.64%= **$20,231**
  Pension15.00%=$5005, Group Ins. 37.77%=$12,601, FICA 7.65%=$2552, NJES .22%=$73
- Leslie Taylor $29,854 x 60.64% = **$18,103**
  Pension15.00%= $4478, Group Ins. 37.77%=$11,276, FICA 7.65%=$2284, NJES .22%=$65
- Evelyn Montoya $5,607 x 60.64% =**$3,400**
  Pension15.00%=$841, Group Ins. 37.77%=$2,118, FICA 7.65%=$429, NJES .22%= $12
- Angela Brown $26,957 x 60.64% = **$16,347**
  Pension15.00%= $4043, Group Ins. 37.77%=$10,182, FICA 7.65%=$2,062, NJES .22%=$59

Fringe Benefits are being used as matching funds in this grant. The current fringe benefit rate for Gloucester County CWA employees is 60.64%. Matching fringe benefits are being charged to three of the Victim Advocate positions. The 2017 Gloucester County Fringe Benefits memo is included in this application.

B. PURCHASE OF SERVICES **$8,115.00**

1. National Center for Victims of Crime 2018 Training

Two advocates will attend the National Center for Victims of Crime 2018 National Training Institute. The National Training Institute will emphasize a multidisciplinary approach to sharing promising practices, current research and effective programs and policies that are victim-centered, practice-based, and research-informed. The National Training Institute is a forum for law enforcement, victim service providers, allied practitioners, policymakers and researchers to share current developments and build new collaborations. Sessions highlight practical information to better support services for the wide range of persons victimized by crimes of all

types. National Center for Victims of Crime 2018 National Training Institute. Location not yet determined

Registration- $700 per person
$700 x 2 advocates =$1,400.00 $1,400.00

2. 2018 NOVA 44th Annual Training

Two advocates will attend the 2018 NOVA 44th Annual Training. NOVA's mission is to champion dignity and compassion for those harmed by crime and crisis. Founded in 1975, NOVA is the oldest national victim assistance organization of its type in the United States as the recognized leader in this noble cause.

2018 NOVA Annual Training
August 2018/San Diego, CA

Registration- $600 per person
$600 x 2 advocates =$1,200.00
$1,200.00

3. End Violence Against International 2018 Conference

One advocate will attend the End Violence Against Women International 2018 Conference on Sexual Assault, Domestic Violence, and Systems Change. The conference goal is to inspire and educate those who respond to gender-based violence, equipping them with the knowledge and tools they need to support victims and hold perpetrators accountable. To promote victim-centered, multidisciplinary collaboration, which strengthens the response of the criminal justice system, other professionals, allies, and the general public -- making communities safer.

2018 EVAWI Conference – Chicago, IL
April 3-5, 2018

Registration -$545 (must register by 3/2/18) = $545.00 $545.00

4. 20th Annual Sex Crimes Information Sharing Conference

Two advocates will be attending the 20th Annual Sex Crimes Information Sharing Conference. The conference is to bring together federal, state and local law enforcement agencies, Multi-Disciplinary Team Personnel and SART/SANE personnel to discuss current/emerging trends in high profile special victim cases and child exploitation investigations.

2017 20th Annual Sex Crimes Information Sharing Conference
November 29-December 1, 2017

Registration- $175 per person
$175 x 2 advocates = $350 $350.00

5. Cell Phone Services

$55 per month x 7 advocates x 12 months	$4,620.00

The advocates need the phone service to be able to contact victims from court as there are no outside lines. They would also be able to be more accessible to victims for trials and bail reform contact.

TOTAL For Purchase of Services	**$8115.00**

C. Travel, Transportation & Subsistence **$9,135.00**

As stated above, this office would like to send advocates to conferences sponsored by the National Center for Victims of Crime National Training Institute, NOVA and EVAWI conference. In order to provide the best services possible to victims and witnesses, it is important that the Victim Witness staff keep current in new practices and procedures. It is essential to provide our advocates with training so they will have the tools needed to assist victims and witnesses to the best of their ability. Funds from this grant will facilitate transportation and accommodations for an advocate while they attend this training. This will include travel, lodging and meals. The amount requested for travel, transportation and subsistence purposes from this grant is $9,135. Following are detailed expenses:

1. The National Center for Victims of Crime 2018 National Training Institute

Hotel - $265 per night
$265night x 3 nights = $795 x 2 advocates = $1,590.00

Travel - Travel will consist of airfare, baggage & shuttle costs. Since airfare changes daily we are estimating the cost of airfare to be approximately $450 per person, based on current costs for travel for this month of travel. Baggage is $25 each way for a total of $50 per person. Also, the average shuttle rates are $100 round-trip. After approval, the lowest rates available will be utilized.

$450 pp round trip airfare x 2 advocates = $900
$100 pp ground transportation x 2 advocates =$200
$50 pp baggage x 2 advocates =$100

Meals - $50.00 per day/pp x 4 days = $200 x 2 advocates = $400.00

Total for 2 advocates to attend the NCVCC **$3,190.00**

2. The 44rd Annual NOVA Training Event

Hotel - $265 per night
$265/night x 5 nights = $1325 x 2 advocates=$2,650

Travel - Travel will consist of airfare, baggage & shuttle costs. Since airfare changes daily, we are estimating the cost of airfare to be approximately $450 per person, based on current costs for this month of travel. Baggage is $25 each way for a total of $50 per person. Also, the average shuttle rates are $100 round-trip. After approval, the lowest rates available will be utilized.

$450 pp round trip airfare x 2 advocates =$900
$100 pp ground transportation x 2 advocates = $200
$50 pp baggage x 2 advocates = $100

Meals - $50.00 per day/pp x 5 days = $250 x 2 advocates = $500.00

Total for 2 advocates to attend NOVA: **$4,350.00**

3. 2018 EVAWI Conference- Chicago, IL

April 3-5, 2018

Hotel- $265 per night
$265/night x 3 nights = $795

Travel- Travel will consist of airfare, baggage & shuttle cost. Since airfare changes daily, we are estimating the cost of airfare to be approximately $450 based on current costs for this month of travel. Baggage is $25 each way for a total of $50. Also, the average shuttle for this airport location is $100 round-trip. After approval, the lowest rates available will be utilized.

$450 pp round trip airfare for 1 advocate = $450
$100 pp ground transportation for 1 advocate = $100
$50 pp baggage for 1 advocate = $50

Meals- $50 per day x 4 days =$200

Total for 1 advocate to attend EVAWI: **$1,595.00**

Total for Travel, Transportation & Subsistence **$9,135.00**

D. CONSUMABLE SUPPLIES $35,549.00

1. Postage

@.49 x 30,612 stamps **$15,000.00**

The Victim Witness Unit sends out over 30,000 letters and notices throughout the year.

2. Envelopes

20,000 envelops @ $28.75 per box. $28.75 20,000 = **$575.00**

The Victim Witness Unit sends out over 30,000 letters and notices throughout the year.

3. Printing Paper

@24.34 per case x 20 **$487**

The Victim Witness Unit sends out over 30,000 letters and notices each year.

4. Tablets

7 tablets @ $2,116.16/tablet: 2,116.16 x 7 **$14,813**

We would like each of the advocates to be able to carry a tablet to court with them so they can access essential information about the cases they are working. They would also be able to access INFOSHARE to add important information.

5. Wireless Mouse

7 wireless mouse @ $14.99: $14.99 x 7 **$105**
The wireless mouse will make it easier and more functional to use the touch screen.

6. Travel Keyboard

7 travel keyboard @ $117/keyboard: $117 x 7 **$819**

These will allow the advocate to type more efficiently with the tablets requested. It also serves as a cover for the screen when closed.

7. Cell Phones (Physical Handset)

7 handset cell phones @ $100/phone: $100 x 7 **$700**

The advocates need the phones to be able to contact victims from court as there are no outside lines. They would also be able to be more accessible to victims for trials and bail reform contact.

8. Filing Cabinets

2 filing cabinets @ $400/cabinet: $400 x 2 **$800**

We have outgrown our current file system to house the parole notifications, assault and death by auto victim non-criminal files and VCCO applications.

9. Desk Chairs

9 desk chairs @ $250/chair: $250 x 9 **$2,250**

The office furniture has not been updated in a number of years and the VW staff would benefit from new chairs.

Total Consumable Supplies **$35,549.00**

E. Facilities, Office Space, Utilities

No request made in this category.

F. Equipment

1. Vehicle **$20,000.00**

A vehicle is needed for the Domestic Violence Advocate who travels to 8 municipal courts throughout the county. Currently the advocate uses her own personal vehicle.

2. Video Conferencing Package

Videoconference camera, monitor, cart, installation and service **$5,738.00**

This will enable us to provide the capability for juvenile and adult victims to testify remotely in trial situations. These are victims served by the victim witness office of the county. A trial judge could order the taking of the testimony of a witness 16 or younger on closed-circuit television in prosecutions for aggravated sexual assault, sexual assault, aggravated criminal sexual contact, criminal sexual contact, human trafficking involving sexual activity, child abuse, or in any action

alleging an abused or neglected child, if the court found a substantial likelihood that the witness would suffer severe emotional or mental distress if required to testify in open court.

Total for Equipment **$25,738.00**

G. Victim Aid

No request made in this category.

GRANT TOTALS	
Subaward Funds	**$ 265,817**
Match Funds	**$ 113,565**
Total Project Cost	**$ 379,382**

F-6

RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT V-51-15 GRANT TERM FROM OCTOBER 1, 2016 TO MARCH 31, 2018

WHEREAS, by resolution adopted on October 19, 2016, a grant application with the NJ Division of Criminal Justice was authorized on behalf of the County Prosecutor's Office relative to the Victims of Crime Act (VOCA) Grant VCS-51-15, with grant funds in the amount of $320,843.00 and an in-kind match of $66,370.00, for a total of $387,213.00 for grant period July 1, 2016 to December 31, 2016; and

WHEREAS, after submission the application, the State required modifications which were authorized by resolution adopted on April 5, 2017 to revise the grant amount to $321,574.00, with an in-kind match of $66,548.00, for a total amount of $388,122.00; and

WHEREAS, thereafter, the grantor adjusted the budget and extended the grant term, which was approved by resolution on November 8, 2017 and resulted in the grant amount of $311,836.00 with an in-kind match of $80,373.00 for a total amount of $392,209.00 from July 1, 2016 to June 30, 2018; and

WHEREAS, the grant term must be modified to correct the grant term to reflect the period from October 1, 2016 to March 31, 2018.

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

1. That amendment to the Victims of Crime Act (VOCA) Grant, VCS-51-15 is hereby authorized and approved to revise the grant term for the period from October 1, 2016 to March 31, 2018.

2. The Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment; and,

3. All terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

F-7

RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH CONDUENT ENTERPRISE SOLUTIONS, FOR $165,200.00

WHEREAS, the County has determined there is a need to contract for the purchase of server hardware and associated software, onsite installation and configuration for County Data Center / Conduent Data Center; and

WHEREAS, the Gloucester County Clerk has recommended that said products and services be provided by Conduent Enterprise Solutions, 8600 Harry Hines Boulevard, Suite 300, Dallas, Texas 75235, for $165,200.00; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of $165,200.00, pursuant to C.A.F. # 18-01683, which shall be charged against budget line item T-03-08-501-120-20652.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a contract with Conduent Enterprise Solutions, for the purchase of server hardware and associated software, onsite installation and configuration for the County Data Center / Conduent Data Center, for $165,200.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS, CLERK

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01683

ORDER DATE: 03/01/18
REQUISITION NO: R8-01674
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

SHIP TO
GLOUC. CO COUNTY CLERK
1 N. BROAD ST.BASEMENT AREA
WOODBURY, NJ 08096
856-853-3233 (COURTHOUSE)

VENDOR #: CONDU010

VENDOR
CONDUENT ENTERPRISE SOLUTIONS
8600 HARRY HINES BLVD, STE 300
ATTN: KAREN WALDRUM
DALLAS, TX 75235

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SERVER HARDWARE & ASSOCIATED HARDWARE - COUNTY DATA CENTER/CONDUENT DATA CENTER DELL PE R630 E5-2630V4 2.20GHZ 10C 64GB 4X600GB 5YR ONSITE 4X7X24 QTY: 2 DESCRIPTION: FILE SERVER DELL PV MD3400 6X2TB NLS 5YR NBD QTY: 1 DESCRIPTION: RAID STORAGE HARDWARE - CONDUENT DATA CENTER DELL PE R330 E3-1270V5 3.60GHZ 4C 32GB4X600 GB 5YR ONSITE 4X7X24 QTY: 1 DESCRIPTION: WEB SERVER	T-03-08-501-120-20652 Data Processing Equipment	156,450.0000	156,450.00
1.00	ONSITE INSTALLATION AND CONFIGURATON SOFTWARE MS WIN SQL 2016 CORE X (2) LICENSE MS WIN SVR STD CORE 2016 (8 MIN) 2 LIC	T-03-08-501-120-20652 Data Processing Equipment	8,750.0000	8,750.00
			TOTAL	165,200.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Jacqyn Gordone
TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

CONTRACT BETWEEN
CONDUENT ENTERPRISE SOLUTIONS
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 21st day of March, 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 **CONDUENT ENTERPRISE SOLUTIONS**, of 8600 Harry Hines Boulevard, Suite 300, Dallas, Texas 75235, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has determined there is a need to contract for the purchase of server hardware and associated software, onsite installation and configuration for County Data Center / Conduent Data Center; and

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

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

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

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

TERMS OF AGREEMENT

1. TERM. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within six (6) months.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of $165,200.00.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth in

Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County in connection with the work to be performed.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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 amendments, 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 amendment. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

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

22. CONTRACT PARTS. Attached hereto and incorporated herein are various appendices,

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

THIS CONTRACT is dated this 21st day of March, 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:	**CONDUENT ENTERPRISE SOLUTIONS**
_____	_____
Name:	**Name:** **Title:**

ATTCHMENT A

PRODUCT - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Purchase of Server Hardware and Related Software	1	$ 156,450.00	$ 156,450.00
	At County Data Center:			$ -
	2 Dell PE R630 E5-2630v4 2.20Ghz 10C 64gb 4x600gb			$ -
	5yr Onsite 4x7x24 File Server			$ -
	1 Dell PV MD3400 6x2TB NLS 5yr NBD RAID Storage			$ -
				$ -
	At Conduent Data Center:			$ -
	2 Dell PE R630 E5-2630v4 2.20Ghz 10C 64gb 4x600gb			$ -
	5yr Onsite 4x7x24 File Server			$ -
	1 Dell PV MD3400 6x2TB NLS 5yr NBD RAID Storage			$ -
	1 Dell PE R330 E3-1270v5 3.60Ghz 4C 32gb 4x600gb			$ -
	5yr Onsite 4x7x24 1 Web Server			$ -
	Onsite Installation, and Configuration	1	$ 8,750.00	$ 8,750.00
SPECIAL INSTRUCTIONS:			SUBTOTAL	$ 165,200.00

This Quotation Includes:
Software
MS Win SQL 2016 CORE x (2) License
MS Win Svr Std Core 2016 (8 Min) 2 Lic

Hardware components pre-loading and pre-configuring preparations to support deployment of the County's 20/20 Perfect Vision System and related integration.

Hardware and Associated Software purchased by the Customer will be the sole Property of Customer and will only be warrantied and supported by the associated manufacturers onsite warranty/support as described above.

TAX %
i.e. .08 or .0725

SALES TAX NOT Applicable

FREIGHT
F.O.B.

TOTAL $ *165,200.00*

F-8

RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC FROM APRIL 1, 2018 TO MARCH 31, 2019 IN AN AMOUNT NOT TO EXCEED $42,000.00

WHEREAS, there exists a need for the County to contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services for the period April 1, 2018 to March 31, 2019; and

WHEREAS, the County has requested proposals for the aforementioned services via RFP-018-018 from interested providers and has evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, such evaluation, based on the established criteria, concluded that Pitman Animal Hospital, located at 654 N. Delsea Drive, Pitman, NJ 08071, be awarded a Contract for services as per RFP-018-018, for the period April 1, 2018 to March 31, 2019; and

WHEREAS, the Contract shall include an annual fee of $15,600.00, payable to Vendor at $1,300.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed $26,400.00 for the contract period, as prescribed in Vendor's response to RFP-018-018 dated February 5, 2018; and

WHEREAS, the Treasurer has certified availability of funds in the amount of $3,900.00 for consulting fees payable monthly over the nine (9) remaining months of calendar year 2018, pursuant to CAF-18-02183, which amount shall be charged against budget line item #8-01-27-340-001-20269, with the balance of consulting service fees ($11,700.00) under the Contract to be encumbered and payable upon adoption of the 2018 and 2019 Gloucester County Budgets; and

WHEREAS, such Contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the Contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract with Pitman Animal Hospital, LLC for Veterinarian of Record services, emergency care and other services as set forth in RFP-018-018 from April 1, 2018 to March 31, 2019; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PITMAN ANIMAL HOSPITAL, LLC

THIS CONTRACT is made effective the **1st** day of **April, 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 **PITMAN ANIMAL HOSPITAL, LLC** with offices located at 645 N. Delsea Drive, Pitman, NJ 08071, hereinafter referred to as **"Vendor."**

RECITALS

WHEREAS, there exists a need for the County to contract for Veterinarian of Record Services for its Animal Shelter, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services for the period April 1, 2018 to March 31, 2019, in compliance with RFP-018-018; and

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

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing April 1, 2018 and concluding March 31, 2019.

2. COMPENSATION. Vendor shall receive an annual fee of $15,600.00, payable at $1,300.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed $26,400.00 for the contract period, as prescribed in Vendor's response to RFP-018-018 dated February 5, 2018.

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-018-018 document, and Vendor's responsive proposal dated February 5, 2018, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-018-018.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP-018-018, 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 its 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, 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 companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform 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 the County or infringe on the rights of the public.

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

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

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

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

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

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

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-018-018 issued by the County of Gloucester and Vendor's responsive proposal dated February 5, 2018. Should there occur a conflict between this form of Contract and the County's RFP-018-018, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-018-018 issued by the County of Gloucester and the Vendor's responsive proposal dated February 5, 2018, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 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:

PITMAN ANIMAL HOSPITAL

DR. ROBERT W. HARRIS, OWNER

BASIS OF AWARD
(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.
RFP -018-018 – Veterinarian of Record - Pitman Animal Hospital

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____5_____ points All required documentation submitted.	5
B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned All services including Emergency work, Consulting and Spay Neuter Services to be performed with very experienced staff. _____25_____ points	24
C. Relevance and Extent of Similar Engagements performed Performs all duties as requested by Shelter Director. Vendor is currently performing all functions listed with experienced staff to perform duties listed in the RFP. _____ 25_____ points	23
D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability Vendor will perform all duties listed and is our current vendor for this Service. Very knowledgeable to perform all duties requested as well as Providing a license for kennel operations. _____25_____ points	24
E. Reasonableness of Cost Proposal Pricing for Consulting is $1,300.00 / month. Emergency services are listed at not to exceed $80.00 / hour. Male Dog Spay Neuter $234.00, Female is $255.00, Female Feline Spay Neuter 210.00, Male Feline is $194.00. _____ 20_____ points	14
TOTALS	90

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-02183

ORDER DATE: 03/15/18
REQUISITION NO: R8-02361
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO
GLOUC. CO ANIMAL SHELTER
1200 N. DELSEA DRIVE, BLDG C
CLAYTON, NJ 08312
856-881-2828

~~VENDOR #: PITMA030~~

VENDOR
PITMAN ANIMAL HOSP-EMERGENCY
654 N. DELSEA DR.
PITMAN, NJ 08071-1232

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00/MO	CONSULTING SERVICES FOR MEDICAL CONCERNS AT THE ANIMAL SHELTER AS PER RFP-18-018 AT $1,300 PER MONTH FOR AN ANNUAL FEE OF $15,600.00. THIS PURCHASE ORDER COVERS JANUARY - MARCH, 2018 PASSED BY RESOLUTION: 3/21/18 CONTRACT TERM: 4/1/18 - 3/31/19	8-01-27-340-001-20269 Veterinary Services	1,300.0000	3,900.00
			TOTAL	3,900.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071
P: (856) 582-7500 F: (856) 589-5607

Robert W. Harris, V.M.D.
Joshua Erde, V.M.D.
Sabra Olsen, D.V.M.
Kelly Giffear, V.M.D.
Dana Fite, V.M.D.
Andrea Shinn, D.V.M.
Genevieve LaFerriere, D.V.M.
Geraldine Kaufman, D.V.M. Diplomat, ACVIM SA Internal Medicine

February 5, 2018

Proposal for providing Emergency Veterinary Services during normal business hours.

A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.

B) Pitman Animal Hospital was established almost 31 years ago (April, 1987) and over the past seven years has had an average of 40 employees.

C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.

D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.

Local boarding kennels—
Woof Daycare & Boarding, Mantua, NJ 856-553-6871
Sandy Hill Kennel, Deptford, NJ 856-468-5060
Karma Kennel, Clayton, NJ 856-881-2109
Halo House Kennel, Franklinville, NJ 856-694-0980

Over thirty years experience in small animal medicine and surgery.

E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for emergency veterinary services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 8:00pm Monday through Friday and Saturdays from 8:00am to 2:00pm. Services provided shall be based on the Stabilization Protocol established by the Gloucester County Shelter.

F) When a treated animal is medically fit, Pitman Animal Hospital will notify the County to transport the animal to the shelter. If it is necessary to hold the animal at the hospital for continued medical treatment, the Veterinarian will confirm this with the Shelter Director.

G) In the event that the owner of an animal is located and the patient is still located at Pitman Animal Hospital, the hospital will be responsible to collect payment directly from the owner. The County will not be responsible for unpaid charges.

H) Euthanasia of injured animals will be decided by the attending Veterinarian. The attending Veterinarian may consult with the Shelter Director or ACO as to the probability of an owner being identified. Ultimately, the decision to the best course of action with respect to the humane treatment of the animal shall rest with the Veterinarian. The County will be responsible for the disposal of euthanized animals.

I) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.

J) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
K) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
L) See attached (Affirmative Action Statement)
M) See attached (Non-Collusion Affidavit)
N) See attached (Owner Disclosure Statement)
O) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
P) See attached (Business Registration Statement)
Q) All services will be performed within the United States.

Cost Proposal

Each animal presented for emergency treatment shall be charged at a rate not to exceed $80.00 per examination/stabilization.

Robert W. Harris, VMD

F-9

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH TRI-M GROUP, LLC FROM FEBRUARY 18, 2018 TO FEBRUARY 17, 2019 FOR AN AMOUNT NOT TO EXCEED $50,000.00

WHEREAS, the County of Gloucester has determined that there is a need for the provision of on-call maintenance, service and repairs to Andover HVAC Control Systems in various County buildings; and

WHEREAS, the Department of Buildings & Grounds has recommended that said services be provided by Tri-M Group LLC, with offices at 206 Gale Lane, Kennett Square, PA 19348; and

WHEREAS, this Contract shall be for an amount not to exceed $50,000.00 for the period February 18, 2018 to February 17, 2019; and

WHEREAS, this Contract may be awarded without public advertising for bids pursuant to N.J.S. 40A:11-5(1)(dd), as the service related to this Contract is for support and maintenance of proprietary hardware and software which is integrally related to existing systems previously installed in the County and as such is an exception to the Local Public Contracts Law; and

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

WHEREAS, the Contract shall be for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term. Continuation of the Contract beyond December 31, 2018 is conditioned upon the approval of the 2019 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to a Contract with Tri-M Group, LLC for the provision of on-call maintenance services and parts to all Andover HVAC Control Systems in various County buildings in an amount not to exceed $50,000.00 from February 18, 2018 to February 17, 2019; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 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
TRI-M GROUP, LLC

THIS CONTRACT is made effective the ___ day of _____, 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 **TRI-M GROUP, LLC,** with offices at 206 Gale Lane, Kennett Square PA 19348 hereinafter referred to as **"Vendor".**

RECITALS

WHEREAS, there exists a need for the County of Gloucester, New Jersey to contract for on-call maintenance, service and repairs to Andover HVAC Control Systems in various County buildings; and

WHEREAS, this Contract may be awarded without public advertising for bids pursuant to N.J.S. 40A:11-5(1)(dd), as the service related to this Contract is for support and maintenance of proprietary hardware and software which is integrally related to existing systems previously installed in the County and as such is an exception to the Local Public Contracts Law; and

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

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period from February 18, 2018 to February 17, 2019.

2. COMPENSATION. This Contract shall be for estimated units of service in an amount not to exceed $50,000.00 as per Vendor's proposal identified as Exhibit A.

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 to provide on-call maintenance, service and parts for Andover HVAC Control Systems in various County buildings.

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 Vendor's proposal.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, 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 third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable counsel fees and/or reasonable 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 negligent acts or omissions 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 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This Contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This Contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does

hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the Contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the Contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the Contract is awarded.

11. **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.

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

13. **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.

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

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

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

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

18. **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.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all

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

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

21. 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.

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

23. CONTRACT PARTS. This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this form of Contract and Exhibit A, then this Contract shall prevail.

THIS CONTRACT is effective as of the ____ day of _____, 2018.

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

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER,** **DIRECTOR**
ATTEST:	**TRI-M GROUP, LLC**
_____	_____
	MATTHEW MONZO, V.P., CFO

EXHIBIT "A"

TRI-MGROUP.COM

CORPORATE OFFICE
206 Gale Lane
Kennett Square, PA 19348
610-444-1000

LEHIGH VALLEY, PA
7584 Morris Court
Suite 230
Allentown, PA 18105
610-289-2420

NORTH CENTRAL, PA
39 Health Drive
Lock Haven, PA 17745
570-748-7515

DELAWARE
1050 Industrial Road
Suite 100
Middletown, DE 19709
302-376-0150

MARYLAND
3915 Benson Road
Baltimore, MD 21227
410-368-3981

FLORIDA
3815 N US Hwy 1
Suite 23
Cocoa, FL 32926
321-252-1775

POWERING BUSINESS WITH SMARTER FACILITIES

TIME AND MATERIAL RATES

BUILDING AUTOMATION SYSTEMS DISCOUNTED HOURLY RATES (10% DISCOUNT FROM REGULAR HOURLY RATES) *

As of January 1, 2018

	Straight	Overtime	Double-time
Service Technician	$124.00	$164.00	$206.00
Project Engineer	$144.00		
Project Manager	$144.00		
Software/Integration Engineer	$182.00		

Note: Time is charged in ½-hour increments.
Also, on-site service is charged portal to portal.
**Rates do not include any applicable taxes on lobor*

Travel Expenses
- Parking costs, tolls, hotel and lodging will be charged at cost plus 10%.

Material & Equipment
- Service contract customers receive a 10% discount on all parts provided by The Tri-M Group, LLC.

Reloads/Backups
- Master controller reloads or backups are $400.00 each
- RS485 controller reloads or backups are $150.00 each

Miscellaneous
- $124.00 minimum charge for all for all service work.

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Date	Amount	Recipient's Name	
2018	$1,000	Ron Bauguess	ABC PAC
2018	$1,000	Chris Peirson	ABC PAC
2018	$1,000	Jim Horn	ABC PAC

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: The Tri-M Group, LLC
Signed: Matthew Monzo Title: VP / CFO
Print Name: Matthew Monzo Date: 2/25/2018

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: The Tri-M Group, LLC
Signed: Matthew Monzo Title: VP / CFO
Print Name: Matthew Monzo Date: February 25, 2018

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

G-1

RESOLUTION AUTHORIZING THE PURCHASE OF LEAD ANALYSIS EQUIPMENT FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC. FOR $42,230.00

WHEREAS, the Gloucester County (hereinafter the "County") Department of Health has the need for lead analysis equipment, per bid specifications set forth in PD-18-010; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of such equipment for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Thermo Scientific Portable Analytical Instruments, Inc., with an address of 2 Radcliff Road, Tewksbury, MA 01876, was the lowest responsive and responsible bidder for the purchase of lead analysis equipment pursuant to PD-18-010, for a total amount of $42,230.00; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the amount of $42,230.00, pursuant to CAF# 18-01406 which amount shall be charged against budget line item G-02-18-329-330-20699.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purpose lead analysis equipment from Thermo Scientific Portable Analytical Instruments, Inc., per bid specifications set forth in PD-18-010, for a total amount of $42,230.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. ~~18-01406~~

ORDER DATE: 02/16/18
REQUISITION NO: R8-01410
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

SHIP TO
GLOUC. CO HEALTH DEPT. ADM
204 E. HOLLY AVE.
SEWELL, NJ 08080
856-218-4100

~~VENDOR #: THERM030~~

VENDOR
THERMO SCIENTIFIC PORTABLE
ANALYTICAL INSTRUMENTS, INC.
2 RADCLIFF ROAD
TEWKSBURY, MA 01876

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	Lead Analysis Equip. - Env. To purchase the following: Lead Paint Analyzer(XLp300 A Series P) Cost - $15,120.00 and Consumer Lead Paint Analyzer(XL3t 700S GOLDD+) Cost - $26,870.00 Shipping for both pieces of equipment is $240.00 ($120.00 ea.) Total Cost = $42,230.00 *see attached quotes **Special Note: Please sign the voucher at the bottom left (X) & return it with your invoice to the "SHIP TO" address above in order to expidite payment.	G-02-18-329-330-20699 Other Equipment	42,230.0000	42,230.00
			TOTAL	42,230.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY SIGNATURE AND RETURN FOR PAYMENT

	PD 018-010			
	Bid Opening 02/08/2018 10:00am			
	SPECIFICATIONS AND PROPOSAL FORM FOR			
	THE PURCHASE OF LEAD ANALYSIS EQUIPMENT			
	FOR THE COUNTY OF GLOUCESTER AS			
	COUNTY AS ALLOWED THROUGH THE COUNTY			
	CK-01-GC & 16GLCP			
		VENDOR:		
		Thermo Scientific Portable Analytical Instruments, Inc.		
		2 Radcliff Road		
		Tewksbury, MA 01876		
		Matthew Quinn,, Contracts Manager		
		978-215-1390		
		matt.quinn@thermofisher.com		
ITEM	DESCRIPTION			
1.	Lead Paint Analyzer Cost (XLp300 A Series P)	$15,120.00		
2.	Consumer Lead Paint Analyzer Cost (XL3t 700S GOLDD+)	$26,870.00		
3.	Other Fees Charges	$0.00		
4.	Equipment Radiation Safety and Operational Training/Certification Fee	Included in price		
5.	Annual Calibration/Certificate of Calibration Servie Fee:	XLp 300A $1,995.00 per year		
		XL3t 700S $3,295.00 per year		
6.	TOTAL COST	$47,280.00		
	VARIATIONS	XLP 300A only offers lead based paint mode.		
	Based upon the bids received, I recommend Thermo Scientific Portable Analytical Instruments, Inc., be awarded the contract as the lowest, responsive, responsible bidder.			
	Will you extend your prices to local government entities within the County	Yes		
	Bid specifications sent to:	North America Procurement Council, Inc.		
		Onvia		
		Prime Vendor		
			Sincerely,	
			Peter Mercanti	
			Purchasing Director	

G-2

RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2018 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT

WHEREAS, the Federal Transit Administration awards federal grants and cooperative agreements at its discretion and requires applicants to sign and submit an annual list of Certifications and Assurances; and

WHEREAS, the County has been provided the fiscal year 2018 Annual List of Certifications and Assurances; and

WHEREAS, these certifications must be submitted to the FTA irrespective of whether the project is financed under authority 49 U.S.C. Chapter 53, or Title 23, United States Code, or another Federal Statute.

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

1. The Freeholder Director and County Counsel to attest to Federal 2018 Annual Certification and Assurances to receive Federal Transit Administration (FTA) Assistance applicable to Federal grants administered by NJ Transit;

2. The Freeholder Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to all documents necessary in order to effectuate to purpose of the within Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held of Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

6-2

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: County of Gloucester

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23. X

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Agency Safety Program, and	_____
	State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grants Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2018 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2018 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: County of Gloucester

Name and Relationship of the Authorized Representative: Robert M. Damminger, Freeholder Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2018, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2018.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. Chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Robert M. Damminger, Freeholder Director
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Gloucester

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name Carmen Malignaggi
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

NJTRANSIT
The Way To Go.

ANNUAL AFFIDAVIT OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

- I, Robert M. Damminger (***Name of Individual***), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:
- The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.
- The Subrecipient shall make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability unless the subrecipient can demonstrate that making the accommodations would fundamentally alter the nature of the service, program, or activity or result in an undue financial and administration burden.
- The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.
- Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
- All individuals using wheelchairs shall be transported in the Subrecipient's vehicles.
- The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.
- The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured.
- The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.

- Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle. The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.
- The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.
- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Any and all ADA complaints shall be reported to NJ TRANSIT:

COMPLAINTS	
Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?	☐ **YES** ☒ **NO**
If YES, provide a detailed description of the allegation and the current status and/or outcome.	
Has any federal entity conducted an ADA compliance review of your agency within the last three years?	☐ **YES** ☒ **NO**
If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.	
Has your agency had a finding of non-compliance by any other federal agency?	☐ **YES** ☒ **NO**

Certification of ADA Compliant Service

This is to certify that County of Gloucester (***Name of Agency***) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

_____
Signature

Robert M. Damminger
Print Name of Authorized Official

Freeholder Director
Title

_____
Date

FTA LOBBYING CERTIFICATION

Required (An authorized representative of the applicant must sign and submit this certification.)**

The undersigned applicant certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to a person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et. seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents or all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)–(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

(**The Applicant**) County of Gloucester Division of Transportation certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Signature of Applicant's Authorized Representative: _____

Print Name of Applicant's Authorized Representative: Robert M. Damminger.

Title of Applicant's Authorized Representative: Freeholder Director.

Date_____

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☒ N/A – My agency does not engage in any lobbying activities

1. Type of Federal: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2, Status of Federal Action:**_____ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter_____ Date of last report_____

4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, *if known:* Congressional District, *if known*:	**5. If Reporting Entity in No 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CDFA Number, *if applicable*_____
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals performing services including address if different from no. 10a)** *(last name, first name, MI):*
11. Information request through this form is authorized by title 31 U. S.C Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less then 10,000 and no more then $100,000 for each such failure.	Signature:_____ Print Name: Robert M. Damminger Title: Freeholder Director Telephone No.: 856-853-3395 Date:_____

Federal Use Only: *Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)*

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter n which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.

IMPORTANT NOTICE TO ALL SUBRECIPIENTS, VENDORS AND CONSULTANTS

ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)
JOB ACCESS AND REVERSE COMMUTE GRANT (Section 3037 of TEA-21, 49 U.S.C. §5309)
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)
URBANIZED AREA FORMULA PROJECT (Cumberland County) (49 U.S.C. §5307)

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

ANNUAL AFFIDAVIT OF COMPLIANCE WITH
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAW

I, Robert M. Damminger ***(Name of Individual)***, executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read an studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit., to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

County of Gloucester
(Print Name of Subrecipient Agency)

_____
(Signature of Authorized Principal or Officer)

Robert M. Damminger, Freeholder Director
(Print Name and Title of Signatory)

Sworn to and subscribed to before me, this_____ day of _____, 20_____

_____
Notary Public

G-3

RESOLUTION AUTHORIZING EXECUTION OF A GRANT APPLICATION WITH NJ TRANSIT FOR THE FFY 2015 SECTION 5310 GRANT FOR FUNDING OF CAPITAL AND OPERATING PROJECTS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR $200,000.00 WITH AN IN-KIND MATCH OF $200,000.00, FOR A TOTAL AMOUNT OF $400,000.00

WHEREAS, the County of Gloucester seeks to improve mobility for older adults and individuals with disabilities by providing free transportation services, and NJ Transit has available funding for Capital and Operating projects regarding said services; and

WHEREAS, the Division of Transportation Services ("DTS") has submitted an electronic application to NJ Transit under the Federal Transit Administration Section 5310 Grant program for funding to be used for Capital projects/vehicle award (lease of two extended minibuses 16 seats 2 securements), and Operating projects; and

WHEREAS, NJ Transit is the State agency responsible for administering the Section 5310 Grant and performing all requirements associated with vehicle procurement; and

WHEREAS, DTS has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer's Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant funds received as a result of the application will be subject to the grant conditions and policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested for the FFY 2015 Section 5310 Grant program shall be for $200,000.00, with a County in-kind match of $200,000.00 for a total amount of $400,000.00 from January 1, 2019 to December 31, 2019.

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

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that any funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and that the County Division of Transportation Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RECEIVED
FEB 14 2018
TREASURER'S OFFICE

GRANT REQUEST FORM

DATE: 2/13/18

1. TYPE OF GRANT
   _____ NEW GRANT X RENEWAL

2. GRANT TITLE: FFY 2015 Section 5310 ~~w/additional funding~~

3. GRANT TERM: FROM: 01/01/19 TO: 12/31/19

4. DATE APPLICATION DUE TO GRANTOR: electronic app was due 8/5/16

5. CFDA NUMBER: 20.513

6. STATE GRANT NUMBER: 2015 Section 5310

7. COUNTY DEPARTMENT: Health & Human Services/Div.Human & Disability Svc.

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

9. NAME OF FUNDING AGENCY: NJ Transit

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): August 2, 2016 Electronic application was made to receive FFY'2015 Section 5310 grant funds for Vehicle Project and Operating Project. The Capital request, **'Vehicle Project'** will be for the lease of ~~three~~ 2 vehicles: ~~three Extended Cutaway with rear lift and two w/c positions~~ and **'Operating Project'** for additional funding 50% FTA ($200,000) and 50% Local Share ($200,000) for monetary replacement of former New Freedom grant and to compensate for continuing declines in annual SCDRTAP grant. Final FTA approval is required before receiving this grant. This Section 5310 application will help provide demand-responsive, subscription and flexible fixed route transportation for various transportation appointments to low-income, elderly and disabled residents.

2 Extended minibus 16 seats 2 securement

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

12. INDIRECT COST (IC) RATE 31.70 %

13. IC CHARGED TO GRANT : $ 0

14. FINANCIAL:

	REQUESTED	MANDATED
GRANT FUNDS	$ 200,000.00	
CASH MATCH	$ _____	_____ (Attach Documentation)
IN-KIND MATCH (Attached Documentation)	$ 200,000.00	

TOTAL PROGRAM BUDGET $400,000.00

BUDGET AMENDMENT FORM

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

DATE: 02/13/18

1. GRANT TITLE: 2015 Section 5310

2. DEPARTMENT: Department of Health & Human Services / DTS

3. GRANT ID NUMBER: STATE: _____

   FEDERAL: FFY 2015 Section 5310 Vehicle Awards (Capital) / Operating Federal Award

4. FUNDING AGENCY CONTACT PERSON: Anna Magri

5. FUNDING AGENCY PHONE NUMBER: 973-491-7381

6. GRANT AMOUNT: $200,000.00

7. A. CASH MATCH AMOUNT: _____

   B. IN-KIND MATCH AMOUNT: $200,000.00

   C. MODIFICATION AMOUNT: _____

   D. NEW TOTAL: $400,000.00

8. CONTRACT PERIOD: FROM: 01/01/19 TO 12/31/19

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

   REIMBURSEMENT: MONTHLY: X
   QUARTERLY: _____
   END OF CONTRACT: _____
   OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
    ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
    LIST DATES REPORTS ARE DUE:
    02/28/19, 03/31/19, 4/30/19, 5/31/19,
    06/30/19, 07/31/19, 08/31/19, 09/30/19,
    10/31/19, 11/30/19, 12/31/19, 01/31/20, etc.

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO __X__
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS GRANT EXPECTED IN FUTURE YEARS? YES __X__ NO _____
EXPLAIN Federal and State funds under this grant have fluctuated in recent years and this grant requires a local match as indicated.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:
Gloucester County submitted Vehicle Request for ~~three Extended Cutaway buses with rear lift, 16+2~~ 2 extended minibus 16 Seats 2 Securement and an Operating Federal Award of $200,000 (50% match - $200,000). NJ Transit will perform all requirements associated with the vehicle procurement which can take up to 18-24 months.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES __X__ NO _____

DEPT. HEAD: Lisa Perry (CR9)
Signature

DATE: 02/13/2018

****

Departmental Use Only

DATE RECEIVED BY GRANTS MANAGEMENT: _____

DATE RECEIVED BY DUGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

June 27, 2017

Ms. Donna Cucetta
Gloucester County Special Transportation
115 Budd Blvd.
West Deptford, NJ 08096-3338

Re: FY2015 Federal Transit Administration (FTA) Section 5310 Program – Notification of Inclusion

Dear Ms. Donna Cucetta:

I am pleased to announce that your application for FY2015 FTA Section 5310 grant program has been selected for inclusion in the statewide application for the following request(s):

Vehicle Request: Two (2) Extended Minibus 16 seats 2 Securement

Operating Federal Award Amount: **$200,000.00 (this amount represents 50% of the project cost)**
$200,000.00 (this amount represents 50% of the Local Share)

While we congratulate you on the above award(s) please note that we were not able to approve all of your requests in your Section 5310 FY 2015 application.

Operating and/or Mobility Management agreements can take up to a year to receive from date of this letter. We requested pre-award authority from the FTA your agency "may" be able to back bill expenditures starting January 1, 2017. If you are approved for Operating and/or Mobility Management:

- Your agency is required to provide the local match. In this application your agency identified County Local Funds (Indirect Cost) as your source of local match for Operating and/or Mobility Management. There is no match requirement for equipment request.
- Your agency must follow **FTA procurement procedures** for purchasing transportation services (3rd party vendor), equipment, software, etc. We will not reimburse S5310 expenditures that are not compliant with FTA procurement requirements.

For agencies receiving vehicles please be aware that we do not anticipate grant approval, award of contracts to vehicle vendors and the actual delivery of a vehicle to be completed until approximately **24 months from the date of this letter.**

The selection of your application represents a continued expression of the Governor's support for programs that enhance mobility of senior citizens and people with disabilities. Since the Section 5310 Program began in 1975, more than 1,900 vehicles have been purchased and delivered to eligible private non-profit organizations, counties and municipalities across New Jersey.

In the meantime, if you have any questions about the review and evaluation of your application, please call (973) 491-8576; you will be directed to the Regional Program Administrator responsible for your area.

Again, congratulations and thank you for your continued participation in community transportation.

Sincerely,

Anna Magri

Anna Magri
Director of Local Programs and Minibus Support
NJ TRANSIT

Explanation Agenda Item – County execution for FTA 2015 Section 5310 Application, electronic submission previously made to NJ Transit. The 2015 Section 5310 application requests lease of two vehicles (2-Extended Minibuses 16 seats 2 securements).

Authorizing Freeholder Director to execute an application by and between the County of Gloucester Division of Transportation (DTS) and NJ Transit (NJT) under the Federal Transit Administration (FTA) Section 5310 grant program. Gloucester County DTS has completed electronic grant application for 2015 Section 5310 for **Vehicle Request** of two vehicles (2-Extended Minibuses 16 seats 2 securements). **Operating Project Amount** consists of $200,000.00 FTA and $200,000.00 Local Share for a total amount of $400,000.00. This Section 5310 award would help Gloucester County DTS to continue offering free transportation for the county's senior citizens and disabled residents who depend upon DTS' transportation services. Gloucester County agrees to pay for all operating expenses associated with the new buses and equipment to be used by DTS. Final approval of this grant will be made by FTA.

Department: Human Services
Grant Title: 2015 Federal Transit Administration (FTA) Section 5310

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

Fringe
Update the fringe rate if necessary
2016 Fringe is 61.47% for PERS and 71.45% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds		
Donna Cucetta	Accountant	$ 10,000	61.47%	$ 6,147.00	$ 10,000.00	$ 6,147.00	$ 16,147.00	5.88%	Donna Cucetta
Anthony Wilcox	Coordinator	$ 12,000	61.47%	$ 7,376.40	$ 12,000.00	$ 7,376.40	$ 19,376.40	7.06%	Anthony Wilcox
Debra Caltagirone	Omnibus Operator	$ 10,000	61.47%	$ 6,147.00	$ 10,000.00	$ 6,147.00	$ 16,147.00	5.88%	Debra Caltagirone
Tracey cudd	Omnibus Operator	$ 10,000	61.47%	$ 6,147.00	$ 10,000.00	$ 6,147.00	$ 16,147.00	5.88%	Tracey cudd
Dana Convery	Supervising Omnibus Operato	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Dana Convery
Marge McGee	Omnibus Operator	$ 9,000	61.47%	$ 5,532.30	$ 9,000.00	$ 5,532.30	$ 14,532.30	5.29%	Marge McGee
Patricia Thompson	Clerk	$ 14,000	61.47%	$ 8,605.80	$ 14,000.00	$ 8,605.80	$ 22,605.80	8.24%	Patricia Thompson
Patricia Wheeler	Omnibus Operator	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Patricia Wheeler
Elizabeth Bauer	Omnibus Operator	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Elizabeth Bauer
Chris Bradley	Omnibus Operator	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Chris Bradley
Jim Dietz	Omnibus Operator	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Jim Dietz
Jane Lyons	Omnibus Operator	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Jane Lyons
Veronica Tortella	Omnibus Operator	$ 15,000	61.47%	$ 9,220.50	$ 15,000.00	$ 9,220.50	$ 24,220.50	8.82%	Veronica Tortella
		$ 170,000		$ 104,499	$ 170,000	$ 104,499	$ 274,499	100.00%	
		(a)		(c)					

Other Expenses	Grant Funds	County Funds	Total OE
repairs	$ 10,000.00		$ 10,000.00
fuel	$ 20,000.00	$ -	$ 20,000.00
	$ 30,000.00	$ -	$ 30,000.00
			(b)

	Grant	County	Total
Total Program Cost	$ 200,000.00	$ 104,499	$ 304,499.00
	(e)	(f)	(d)

Grant Funding History (Grant is new. It replaces New Freedom.)

	New	17-XXX	16-XXX	15-XXX	14-XXX
S&W, Fringe	$ 170,000.00	$ -	$ -	$ -	$ -
OE	$ 30,000.00	$ -	$ -	$ -	$ -
	$ 200,000.00	$ -	$ -	$ -	$ -

2015 Federal Transit Administration (FTA) Section 5310
TRANSPORTATION GRANT - BUDGET PAGE
January 1, 2019 to December 31, 2019

101	**SALARIES** - Salary to pay for services rendered by the Division of Transportation Services.	$155,000
299	**Outside Services** Outside vendor to transport clients when outside of DTS capabilities.	$15,000
305	**Repairs and Maintenance** - Reimbursement to County Fleet Management for repair and maintenance performed on the vehicles.	$10,000
470	**FUEL + OIL** - Reimbursement to County Fleet Management for fuel and oil used by DTS Program.	$20,000
	TOTAL	$200,000

Form C-2
Department Code 333-002
Submission Date 2/13/2018
Revision Date

Department - Human Services (DTS)

Logout
Top
Gloucester County Special Transportation
Change Agency
Home | e-Forms | Applications | Import | Account History
Agency
EEO Inform
ADA Inform
Title VI
CHSTP
Transportation
Trip Purpose
Transportat
Agency Ann
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Application Summary

Status: SUBMITTED

Click to see Guidelines

Agency

*Legal Name
Gloucester County Special Transportation

*Federal Employer Identification (FEIN) #
216000660

*State Tax Exempt #
216000660

*Is your agency currently debarred from receiving state or federal funds? **No**

General Information

*Organizational Unit
Gloucester County Division of Transportation

*Attachment. Organizational Chart.

View Attachment

*Agency Address

115 Budd Blvd.
West Deptford NJ 08096-3338
GLOUCESTER County

Website Address
gloucestercountynj.gov

*Attachment. Current Marketing Material

2016 English Brochure	View Attachment
2015 Spanish Brochure	View Attachment
2016 Rural Shopping Bus Daily Schedules	View Attachment
Philadelphia Shuttle Bus Schedule	View Attachment

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*Program Contact

Anthony Wilcox,
Awilcox@co.gloucester.nj.us, ,
Coordinator

*Vehicle Contact

Anthony Wilcox,
Awilcox@co.gloucester.nj.us, ,
Coordinator

*Report Contact

Donna Cucetta,
dcucetta@co.gloucester.nj.us, 856-686-8360,

*MVC Corp code
399234000080960

*Agency's D-U-N-S #
967221321

*Attachment. SAM.GOV screenshot.

View Attachment

*Type of Agency
Public Body Designate Lead (County)

*Attachment. Audit or Financial Statement/Annual Report

View Attachment

EEO Information

*Has your agency received any complaints alleging discrimination under EEO from employees within the past year? **YES**
If yes, provide a statement of status/outcome of each such complaint
Two unsubstantiated, but one with changes made. Another is open with EEO.

*How many transit related employees does your agency have?
This includes part-time employees or those involved in support of the transit program
30

ADA Information

*Has your agency received any ADA complaints within the last year? **NO**
If yes please explain

*Does your agency have a reasonable modification policy?
YES

Title VI

*Provide the estimated number of minority persons that your agency does and/or will serve annually

*Blacks (Not Hispanic)
130

*Hispanics (person with origins of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin)
52

*Asian or Pacific Islanders
15

*American Indians or Alaskan Natives
5

*Non-minorities (all persons not listed above)
565

Total: 767

*Is your agency a registered MBE (Minority Business Enterprise) or WBE (Women's Business Enterprise)? **NO**

*Does your agency serve a minority community? **YES**

*Does your agency serve low income populations? **YES**

*Has your agency received assistance from the FTA in prior years? **YES**

*Does your agency have a current approved Title VI program submitted to NJ TRANSIT? **YES**

*If yes, has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service since your last Section 5310 application? **NO**

*If yes, provide a description of the allegation and the current status and/or outcome.

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Coordinated Human Services Transportation Plan (CHSTP)

As per MAP-21, recipients must certify that projects selected are included in a locally developed, coordinated public transit-human services transportation plan. The plan must undergo a development and approval process that includes seniors and people with disabilities, transportation providers, among others, and is coordinated to the maximum extent possible with transportation services assisted by other federal departments and agencies.

*Has your project/agency been named a local plan or does your project meet an identified need in the plan? **YES**
If yes, please provide a description

Provide the page number/chapter/section or paragraph of where your agency/project or unmet need is identified in local plan
Under 2013 CHSTP, old UWR, Page #18 to 20

*Describe the unmet needs or gaps in service from your Coordinated Human Service Transportation Plan (CHSTP) that will be served with this award?
Many of the unmet needs identified in the 2013 CHSTP (UWR) are still relevant. 1) Out-of county medical transportation is limited; 2) There is still a lack of schedule coordination between community shuttles and the County; 3) evening and weekend transportation for seniors and disabled is non-existent; 4) Even with the VA facility located in Gloucester County, requests by Veterans to Phila. and Del. Hospitals are still being taken by Gloucester County DTS. A couple of the unmet needs and gaps identified in the old UWR Plan have been met. Specifically,#5 through the JARC and old New Freedom grant, work-related transport is supported for people with disabilities. #7+#8 "Residents in rural areas must travel north or south to go east and west" - a new Pureland East to West shuttle bus was initiated through the coordination of many agencies.

*Are any of your vehicles leased to and/or operated by the County Coordinated System? **YES**
Attachment. (*Required if YES) Coordinated System Vehicle Memorandum of Understanding (MOU) or Contract.

View Attachment

*Does your agency have any formal transportation agreements with other organizations (in addition to the County Coordinated System)? **YES**

Attachment. (*Required if YES) Formal Transportation Agreement.

Philadelphia Shuttle Services View Attachment

*Does your agency purchase transportation services for clients? (i.e. third party service contracts, bus passes, etc) **YES**
Vocational related transportation is being funded through County. Collins Transportation LLC is a vendor contracted for transportation requests that cannot be handled by County DTS.

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Transportation Services

*Do you have an existing transportation program? **YES**

*How many years has your agency been providing transportation?
31

*How many one-way passenger trips does your agency provide to the following categories annually?

*Seniors
27122
50%

*Individuals with disabilities
27615
50%

*General Public
0
0%

Total: 54737

Trip Purposes

*Medical
23759
43%

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*Non Competitive Employment/Training
24664
45%

*Competitive Employment
3865
7%

*Social/Recreation
550
1%

*Post Secondary Education
0
0%

*Nutrition
0
0%

*Shopping
1658
3%

*Other
241
0%

Total: 54737

*How many hours per day does your transportation service operate?
10

*How many days per week does your transportation service operate?
5

*Is there an age requirement for your transportation?
NO

If yes, at what age does a consumer become eligible for your transportation service?

Transportation Services

*Do your consumers utilize any of the below services? **YES**

- ☑Fixed Route Bus Service (NJ TRANSIT or other)
- ☐Heavy Rail (NJ TRANSIT or other)
- ☑Access Link
- ☐Light Rail (NJ TRANSIT or other)
- ☑Municipal Dial-A-Ride
- ☑County Transportation
- ☑Taxi Service

If no, why not?
NJ Transit Train or Light Rail are not available in Gloucester County. A light rail system is currently on the drawing board and, if all goes according to plan, this would most likely be in place by 2019.

Agency Annual Transportation Budget:

Total Annual Agency Transportation

*Driver Salary/Fringe
$1,802,827.00
59%

*Administrative Salary and Fringe
$262,426.00
9%

*Maintenance/Repairs
$39,973.00
1%

*Third Party Contracts
$149,293.00
5%

*Fuel
$77,503.00
3%

*Insurance
$0.00
0%

*Other
$699,670.00
23%

Total: $3,031,692.00

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Vehicle Project

Do you want to apply for vehicles? **YES**

Vehicle Request

Request Type	Vehicle Type	Replacement for (VIN)
Replace 5310 Vehicle	Extended Cutaway Standard Floor Rear Lift 2 Accessible Locations with Fold away	VIN: 1GBJG316981188497
Replace 5310 Vehicle	Extended Cutaway Standard Floor Rear Lift 2 Accessible Locations with Fold away	VIN: 1FDXE45P46HB07829
Replace 5310 Vehicle	Extended Cutaway Standard Floor Rear Lift 2 Accessible Locations with Fold away	VIN: 1GBJG316481174085

Scope of Project

*Description of Project

Describe in detail the transportation service you intend to provide with this vehicle grant award (s).
Be sure to address:
The planning process involved to determine the ned for this vehicle request.
The planning process involved to determine the transportation needs of your consumers.
The type of consumers to be served (seniors and/or individuals with disabilities).
Their transportation challenges (mobility issues, cognitive issues, etc.)
How this award will help overcome those challenges.
The days, times and service area for each vehicle request.

DTS Vehicles are being used for all types of transportation provided by Gloucester County Division of Transportation Services (DTS). Consumers with cognitive, mobility and age-related disabilities use our transportation services for their medical, educational, vocational, work-related and shopping needs. Since the application process was begun in 2015 through Ecolane's routing & scheduling system, we have experienced an increase of residents applying for transportation services. At this time, the DTS fleet consists of 30 vehicles with service being scheduled from 7:00am to 5:00pm for various requests; dialysis, medical, educational, vocational, work-related and shopping. Replacement Vehicles will be named when

useful life and retirement dates become evident. Gloucester County residents will be able to schedule transportation using the new vehicles for all aspects of the DTS Program.

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Service Area (counties and towns)

County /	Town
GLOUCESTER	ALL TOWNS
CAMDEN	AUDUBON
CAMDEN	CAMDEN
CAMDEN	CHERRY HILL TWP
SALEM	ELMER
CAMDEN	HADDON HEIGHTS
CAMDEN	HADDONFIELD
CAMDEN	STRATFORD
CUMBERLAND	VINELAND
CAMDEN	VOORHEES TWP

*How many one-way passenger trips does your agency provide to the following categories annually?

*Seniors
49
49%

*Individuals with disabilities
51
51%

*General Public
0
0%

Total: 100

Trip Purposes

Medical
53
53%

Non Competitive Employment/Training
30
30%

Competitive Employment
9
9%

Social/Recreation
2
2%

Post Secondary Education
0
0%

Nutrition
0
0%

Shopping
5
5%

Other
1
1%

Total: 100

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Mode of Transportation

*This vehicle award will be used in which mode of transportation service? (check all that apply)

☑Demand Response (Advanced Reservation)

☐Deviated Route

☑Feeder service to bus and/or rail

*How will you evaluate and measure success of this award over time? Describe your methods for ensuring maximum use of this award.
Ridership reports are maintained within DTS office and sent monthly to officials at NJ Transit. The current waiting list for dialysis has been reduced to 10 residents and therapy-related transportation is being scheduled through daily in-take on the scheduling phone line. Administrative and capital purchases are non-existent due to a limited budget and thanks to the 5310 grant for capital purchases that keep our fleet in good order. The ability to acquire new vehicles under the 5310 grant allows OTS to focus on providing service to our most vulnerable residents at a significantly reduced cost. Feeder service is being used for the first time in many years and will be used again when it makes sense to do so.

*Attachment. Job Description of person responsible for transportation program.

View Attachment

*Is driver training provided? **YES**
If yes, list training courses
Wheelchair Securement training was given by Instructor, DTS Assistant Supervising Omnibus Operator, at the 4-27-16 Staff Meeting. The Q'Straint Driver/Operator Instruction Guide was distributed to drivers at this meeting. In addition, updated 2016 Operator Manuals were given out to all DTS drivers. List Other Training.....

*Do you require your drivers to have a Commercial Driver's License (CDL)? Be advised that the majority of the vehicles offered through this program may require CDLs. **YES**

Agency Annual Transportation and Vehicle Project Budget

Vehicle Fleet and Maintenance

*Attachment. Vehicle Inventory

View Attachment

Total # of Vehicles in Fleet
30

Total # of Accessible Vehicles in Fleet
27

Provide names and locations of lots or garages where vehicles are kept

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115 Budd Blvd.
West Deptford NJ 08096-3338
GLOUCESTER County

89 Willow Grove Road, Pittsgrove,NJ 08318 Salem Co
89 Willow Grove Road
Pittsgrove NJ 08318-2039
SALEM County

45 Lenape Avenue, Mantua, NJ 08051-1456, Glouceste
45 Lenape Avenue
Mantua NJ 08051-1456
GLOUCESTER County

1200 Delsea Drive, Clayton, NJ 08312,1096, Glouces
1200 Delsea Drive
Clayton NJ 08312-1096
GLOUCESTER County

How are your vehicles stored?

☐Garage kept

☑Secured/fenced lot

☑On-site in unsecured lot

☐Off-site location in unsecured lot

Maintenance
*Attachment. Vehicle pre-trip inspection form.

View Attachment

*Attachment. Procedures for preventative maintenance.

View Attachment

*Maintenance Facilities Address
Names and locations of maintenance facilities where vehicles are fixed and maintained

89 Willow Grove Road, Pittsgrove, NJ 08318-2039, S
89 Willow Grove Road
Pittsgrove NJ 08318-2039
SALEM County

45 Lenape Avenue, Mantua, NJ 08051-1456, Glouceste
45 Lenape Avenue
Mantua NJ 08051-1456
GLOUCESTER County

1200 Delsea Drive, Clayton, Nj 08312-1096,
Glouces
1200 Delsea Drive
Clayton NJ 08312-1096
GLOUCESTER County

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*Attachment. Job description of individual responsible for maintenance.

View Attachment

*Attachment. State Tax Forms.

View Attachment

*Attachment. Federal Tax Forms.

View Attachment

Mobility Management Project

*Do you want to apply for mobility management? **NO**

Operating Project

*Do you want to apply for operating? **YES**

Description of Project

*Describe in detail the transportation service you intend to provide with this grant award.
Be sure to address:
The planning process involved to determine the need for this operating request.
The planning process involved to determine the transportation needs of your consumers.
The type of consumers to be served (Seniors and/or individuals with disabilities).
Their transportation challenges (mobility issues, cognitive issues, etc.)

How this award will help overcome those challenges.
The days, times and service area for your transportation program.
With the former Section 5317 New Freedom Program merging with Section 5310 grant funding, $400,000 is being requested for 2017; $200,000 grant funded with a $200,000 local match. Funding will be provided to residents with cognitive, mobility and aged-related disabilities for transportation primarily for training opportunities, educational programs, as well as both competitive and non-competitive employment. Previous New Freedom funding provided important transportation services helping Gloucester County's disabled population become more independent. The Gloucester County DTS Program operates Monday through Friday 7:30am to 5:00pm.

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County /	Town
GLOUCESTER	ALL TOWNS
CAMDEN	AUDUBON
CAMDEN	CAMDEN
CAMDEN	CHERRY HILL TWP
SALEM	ELMER
CAMDEN	HADDON HEIGHTS
CAMDEN	HADDONFIELD
CAMDEN	STRATFORD
CUMBERLAND	VINELAND
CAMDEN	VOORHEES TWP

Mode of Transportation

*Which mode of transportation service will you be providing with this award? (check all that apply)

☑Demand Response (Advanced Reservation)
☐Deviated Route
☑Feeder service to bus and rail

*How will you evaluate & measure success of this award over time? Describe your methods for ensuring maximum use of this award.
Ridership reports are maintained within DTS office and sent monthly to officials at NJ Transit. The current waiting list for dialysis has been reduced to 10 residents and therapy-related transportation is being scheduled through daily in-take on the scheduling phone line. Administrative and capital purchases are non-existent due to a limited budget and thanks to the 5310 grant for capital purchases that keep our fleet in good order. The ability to acquire new vehicles under the 5310 grant allows DTS to focus on providing service to our most vulnerable residents at a significantly reduced cost. Feeder service is being used for the first time in many years and will be used again when it makes sense to do so.

Agency Annual Transportation and Operating Project Budget

Total Annual Agency Transportation	***Requested Project Budget**
Driver Salary/Fringe **$1,802,827.00** 59%	*Driver Salary/Fringe ~~**$0.00**~~ 0% 155,000
Administrative Salary and Fringe **$262,426.00** 9%	
Maintenance/Repairs **$39,973.00** 1%	*Maintenance/Repairs ~~**$0.00**~~ 0% 10,000
Third Party Contracts **$149,293.00** 5%	*Third Party Contracts ~~**$0.00**~~ 0% 15,000
Fuel **$77,503.00** 3%	*Fuel ~~**$0.00**~~ 24,000 0%
	*Insurance

Insurance
$0.00
0%

Other
$699,670.00
23%

Total: $3,031,692.00

$0.00
0%

Total: $0.00 260,000
FTA Request (50%) $0.00
Local Match (50%) $0.00
Be advised that your agency will be responsible for the 50% local match

* Please Identify the source of your Local Match
* Please be advised that if your project is selected you will be required to submit documentation of local match. **Indirect costs**

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Additional Documents

Additional Documents – All agencies applying for Section 5310 funding must provide the following documents

*Attachment. Public Notice.

View Attachment

*Attachment. NJ Standard Assurances Requirement.

View Attachment

Comments

Provide any additional comments that have not been addressed in this application.

Vocational transportation for disabled residents is at an all time high, with many applications being received and potential clients placed on waiting list. Currently, County of Gloucester pays for transportation expenses related to the disabled population traveling to two workshops in Gloucester County. We have five transportation routes, two routes funded by the county for disabled residents traveling to Abilities Solutions and St. John of God School training sites. With additional funding, DTS could support all five routes in-house and would become able to address new client applications. Additionally, the ACT Center sponsored a Job Fair that was attended by over 300 job seekers.

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G-4

RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2018 TO MARCH 31, 2019 FOR $73,314.29

WHEREAS, there is a need for the provision of maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of $50,200.56 and A.O.S.S. Card Registration (web), in the amount of $23,113.73), for the Division of Social Services; and

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

WHEREAS, the County of Gloucester has determined that the maintenance services can be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total amount of $73,314.29, from April 1, 2018 to March 31, 2019; and

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

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of $73,314.29 pursuant to CAF #18-01520, which amount shall be charged against budget line item 8-01-27-345-002-64105.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a License Maintenance Agreement between County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of $50,200.56 and A.O.S.S. Card Registration (web), in the amount of $23,113.73), for a total amount of $73,314.29, from April 1, 2018 to March 31, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 28, 2018 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

6-4

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-01520

ORDER DATE: 02/22/18
REQUISITION NO: R8-01693
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

SHIP TO
GLOUC. CO DIV. OF SOCIAL SERV.
400 HOLLY DELL DRIVE
SEWELL, NJ 08080
856-256-2107 GERRI HAMMER

VENDOR #: UNITRONT

VENDOR
UNITRONIX DATA SYSTEMS INC.
1124 ROUTE 202
RARITAN, NJ 08869

~~SALES TAX ID # 21-6000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LICENSE MAINTENANCE AGREEMENT SOR THE ABACUS FRAUD COLLECTION TURNKEY SYSTEM AND A.O.S.S. CARD REGISTRATION FROM APRIL 1, 2018 - MARCH 31, 2019 CUSTOMER ID 1640 PASSED BY RESOLUTION 3/7/18	8-01-27-345-002-64105 Repairs to Equipment	73,314.2900	73,314.29
		TOTAL		73,314.29

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

INVOICE

UNITRONIX DATA SYSTEMS, INC.
1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 2962

INVOICE DATE: 02/22/18

SOLD TO: Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS
1640		NET 30

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	SYSMNT	SYSTEM MAINTENANCE FOR 04/01/18 THRU 03/31/19	73,314.29	73,314.29

TOTAL DUE $ 73,314.29

LICENSE MAINTENANCE AGREEMENT

Agreement dated April 1, 2018 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Gloucester County Division of Social Services (hereinafter called "customer") a New Jersey Agency, having a principal place of business at 400 Hollydell Drive, Sewell, New Jersey 08080.

By its acceptance hereof, UDS agrees to provide service and maintenance for the equipment and software listed in Schedule A below, customer agrees to provide remote access to servers as required, and any supplements to Schedule A so identified and signed by both parties (said equipment and software being hereinafter called "the equipment" or "the software"), at the location(s) specified below. The customer agrees to be responsible for maintaining daily backup of data for all systems and honor all ABACUS® and A.O.S.S.® Copyrights. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason. This agreement supercedes all other contracts, and riders.

SCHEDULE A

ITEM	QTY	DESCRIPTION	
		System I - ABACUS® Fraud Collection Turnkey System (Web)	
		Software	
1.	1	ABACUS® Server License	
2.	13	ABACUS® Web License for connection to state computers thru ethernet for Fraud Dept.	
3.	1	Suse-Linux Operating System	
4.	1	Microsoft Operating System	
5.	1	(UDS) Quarterly Program updates from Unitronix Data Systems with mandatory updates for Federal & State level compliancy	$50,200.56
		System II - A.O.S.S.® Card Registration (Web)	
		Software	
6.	1	Card Registration Server License	
7.	7	Card Registration Web License	
8.	1	Ievs Server License	
9.	1	Ievs Workstation license	
10.	1	PCanywhere v11.5	
11.	1	BackUp MyPC to CD's	
12.	3	Macro programs for labels	$23,113.73
		Hardware System I	
13.	1	Suse 10.1 Program Server consisting of, Pentium 4, 2.8 GHz, 1 GB Memory, system cabinet, power supply, CD-burner, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS	
		Hardware System II	
14.	1	Microsoft Web-Data Server consisting of, Pentium 4, 2.8 GHz, 1GB Memory, system cabinet, power supply, CD-burner,, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS, US Robotics Internal modem, IOGEAR 4 port switch	

Miscellaneous Hardware

15. 2 Strobe XP200 scanners for ABACUS® workstations
16. 3 SmartLabel 100 printers for Card Registration workstations

1. SOFTWARE LICENSE MAINTENANCE INCLUDES:
   a. Shipping charges for mailing media from UDS to customer.
   b. Support of existing programs written by UDS.
   c. Answers to questions and problems that may occur on a daily basis.
   d. Telephone charges from UDS to customer.
   e. License to use software

2. SOFTWARE MAINTENANCE DOES NOT INCLUDE:
   a. Shipping charges for mailing media from customer to UDS.
   b. Writing new programs that are not on the current system, operating system upgrades or file conversions.
   c. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
   d. Telephone charges from customer to UDS.

Commencement Date : 04/01/18 through 03/31/19

Yearly Charge : $73,314.29

Location : 400 Hollydell Drive, Sewell, New Jersey 08080

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNITRONIX DATA SYSTEMS, INC.

By:_____
Name : Richard A. Bittle Date
Title: Secretary

COUNTY OF GLOUCESTER

By:_____
Name : Date
Title:

G-5

RESOLUTION AUTHORIZING AN APPLICATION AND ACCEPTANCE OF JOB ACCESS REVERSE COMMUTE (JARC) SFY 2019 ROUND 5 AND SFY 2020 ROUND 6 GRANT FROM NJ TRANSIT, FOR $110,000.00 WITH AN IN-KIND MATCH OF $110,000.00, FOR A TOTAL AMOUNT OF $220,000.00 FROM JULY 1, 2018 TO JUNE 30, 2020

WHEREAS, the Gloucester County Division of Transportation Services, under the Department of Human Services is submitting a project proposal to NJ Transit, to receive New Jersey Job Access Reverse Commute (JARC) SFY19 Round 5 and SFY20 Round 6 grant funds; and

WHEREAS, this funding is specifically for the purpose to support educational and work-related transportation for employment opportunities to low-income residents and people with disabilities; and

WHEREAS, DTS has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer's Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant funds received as a result of the application will be subject to the grant conditions and policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the New Jersey JARC SFY 19 Round 5 includes state grant funding in the for $110,000.00, with an in-kind match of $110,000.00, for a total amount of $220,000.00 from July 1, 2018 to June 30, 2019 and the New Jersey JARC SFY 20 Round 6 includes state grant funding for $110,000.00, with an in-kind match of $110,000.00, for a total amount of $220,000.00 from July 1, 2019 to June 30, 2020.

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

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that any funds received will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and that the County Division of Transportation Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

65

RECEIVED
MAR - 7 2018
TREASURER'S OFFICE

CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

TO: MIKE BURKE
TREASURER'S OFFICE

FROM: LISA CERNY, GRANTS COORDINATOR
DEPARTMENT OF HUMAN SERVICES

_____ FOR YOUR INFORMATION
_____ GRANT REQUEST FORM (APPLICATION)
_____ BUDGET AMENDMENT FORM
_____ SIGNED CONTRACT
_____ COMMITMENT LETTER
_____ BUDGET PAGE
_____ AMENDED BUDGET PAGE
_____ GRANT AWARD NOTICE
_____ PAYMENT SCHEDULE
_____ CERTIFICATION LETTER
_____ BUDGET TRANSFER FOR MATCHING FUNDS

DATE SENT: 3/8/2018
FROM: CALVIN McFARLAND

JOANNE SCHNEIDER, HUMAN RESOURCES _____
PETE MERCANTI, PURCHASING AGENT _____
WILLIAM TAYLOR, DATA MANAGEMENT DIRECTOR _____

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Jim Jefferson

DEPARTMENT OF HEALTH
& HUMAN SERVICES

DIRECTOR
Tamarisk L. Jones

DIVISION OF HUMAN AND
DISABILITY SERVICES

DIRECTOR
Lisa A. Cerny

115 Budd Boulevard
West Deptford, NJ 08096

Phone: 856.384.6900
Fax: 856.686.8343

www.gloucestercountynj.gov

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856)384-6903 or through the County's ADA Coordinator at (856) 384-6842 / New Jersey Relay Service 711

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

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CLOSE TO EVERYTHING
Gloucester County
FAR FROM IT ALL

ATTACHMENT 1 – Cover Letter

March 5, 2018

Ms. Anna Magri, Director
Community Transportation Department
NJ TRANSIT
One Penn Plaza East, 4th floor
Newark, New Jersey 07105-2246

Dear Ms. Magri:

The County of Gloucester is hereby applying for a grant under NJ-JARC funded and administered by NJ TRANSIT. The approval of this grant will enable public transportation services to be available to low income and others for employment transportation.

The County of Gloucester is requesting OPERATING ASSISTANCE for the period of two years of funding. The total amount of state funds requested is as follows:

NJ-JARC – Round 5 SFY 2019

	OPERATING
NJ-JARC Funds:	$110,000
Local match funds:	$110,000
Total:	$220,000

NJ-JARC – Round 6 SFY 2020

	OPERATING
NJ-JARC Funds:	$110,000
Local match funds:	$110,000
Total:	$220,000

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, contact Ms. Lisa Cerny, Director at 856-384-6874.

Sincerely,

Robert M. Damminger, Freeholder Director
County of Gloucester

GRANT REQUEST FORM

DATE: 3/5/18

1. TYPE OF GRANT
   _____ NEW GRANT X RENEWAL

2. GRANT TITLE: JARC Transportation SFY'19 Round 5

3. GRANT TERM: FROM: 7/1/2018 TO: 6/30/19

4. DATE APPLICATION DUE TO GRANTOR: March 28, 2018

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: _____

7. COUNTY DEPARTMENT: Department of Human & Disability Services

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

9. NAME OF FUNDING AGENCY: NJ Transit

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To provide modified fixed route bus service, subscription type and demand responsive transportation services to job training, gainful employment sites and for educational purposes for Gloucester County residents.

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

12. INDIRECT COST (IC) RATE 31.70%

13. IC CHARGED TO GRANT : $_____

14. FINANCIAL:

	REQUESTED	MANDATED
GRANT FUNDS	$ 110,000.00	
CASH MATCH	$ _____	_____ (Attach Documentation)
IN-KIND MATCH (Attached Documentation)	$ 110,000.00	

TOTAL PROGRAM BUDGET $220,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ _____

TOTAL OTHER EXPENSES (b): $ _____

TOTAL FRINGE (c): $ _____

TOTAL PROGRAM COST (d): $ _____

TOTAL GRANT FUNDING (e): $_____

TOTAL COUNTY FUNDING (f): $ _____

DEPT. HEAD: Lisa Cerny CMA
Signature

DATE: 3/8/2018

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

BUDGET AMENDMENT FORM

DATE: 3/5/18

1. GRANT TITLE: Job Access and Reverse Commute (JARC) SFY'19
2. DEPARTMENT: Human & Disability Services
3. FUNDING AGENCY CONTACT PERSON: Anna Magri
4. FUNDING AGENCY PHONE NUMBER: 973-491-7367
5. GRANT AMOUNT: $ 110,000.00 SFY'19 Round 5
6. A. CASH MATCH AMOUNT: $ _____
   (Attach mandated documentation)

   B. IN-KIND MATCH: $ 110,000.00

   C. MODIFICATION AMOUNT: $ _____

   D. NEW TOTAL: $220,000.00

8. CONTRACT PERIOD: FROM: 7/1/18 TO: 6/30/19

9. HOW DOES COUNTY RECEIVE PAYMENT?:

   MONTHLY: X
   QUARTERLY: _____
   END OF CONTRACT: _____
   ADVANCE: _____
   OTHER (EXPLAIN): _____

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

    LIST DATES REPORTS ARE DUE: 8/31/18, 9/30/18, 10/31/18, 11/30/18, 12/30/18, 1/30/19, 2/28/19, 3/31/19, 4/30/19, 5/31/19, 6/30/19 and 7/31/19

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO __X__
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES __X__ NO_____
EXPLAIN: Federal and State funds under this grant continue to fluctuate. This grant requires a 50% local match.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Application between Gloucester County and NJ Transit to receive Job Access and Reverse Commute (JARC) grant funds for SFY'19 Round 5 commencing on July 1, 2018 and concluding June 30, 2019.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES __X__ NO_____

DEPARTMENT HEAD: Lisa Cory (CMR)
Signature

DATE: 3/8/2018

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- ☐ COMMITMENT LETTER
- ☐ SIGNED CONTRACT AGRREMENT AS SOON AS IT IS AVAILABLE
- ☐ BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

Wilson, Carol

From: Cerny, Lisa A.
Sent: Tuesday, February 27, 2018 2:21 PM
To: Wilson, Carol; Cucetta, Donna
Subject: FW: Counties - NJ JARC Application - Due March 28, 2018
Attachments: BLANK NJ-JARC Application SFY 19 SFY20 final.docx; NJ-JARC Program Guidelines feb 2018.docm

FYI

From: AMagri@njtransit.com [mailto:AMagri@njtransit.com]
Sent: Tuesday, February 27, 2018 1:57 PM
To: lindow_carl@aclink.org; jkilkenny@co.burlington.nj.us; Cerny, Lisa A. <lcerny@co.gloucester.nj.us>; dkeith@scucs.org; sconsidine@scucs.org; kcarmello@ucnj.org; hkirsch@ucnj.org; Adair@co.somerset.nj.us; Adair@co.somerset.nj.us; Kathleen.Lodato@co.monmouth.nj.us; mdenero@mercercounty.org; DFitzgerald@co.ocean.nj.us; jmcdyer@co.warren.nj.us; tmurphy@co.bergen.nj.us; dmulraney@co.cape-may.nj.us; BARBARANE@co.cumberland.nj.us; michaelmv1@aol.com; Michaelmvsr@aol.com; eneukum@co.hunterdon.nj.us; kcrimmins@hcnj.us; laila.caune@co.middlesex.nj.us; ocruse@co.morris.nj.us; JCarpinteri@co.morris.nj.us; Stephanie.Bradway@salemcountynj.gov; cnovrit@sussex.nj.us
Cc: JRivera1@njtransit.com; LTulley@njtransit.com; LNWilliams@njtransit.com; FStorey@njtransit.com
Subject: Counties - NJ JARC Application - Due March 28, 2018

Hello All,

Attached is the NJ JARC application for round 5 (July 1, 2018 – June 30, 2019) and round 6 (July 1, 2019 – June 30, 2020).

The application is due March 28, 2018, due to the limited funding for the NJ JARC program we do NOT accept applications submitted after the due date. Our original goal of NJ JARC was to keep FTA JARC programs funded with NJ TRANSIT operating as federal funds were expended. Come June 2018 all FTA JARC programs will have spent their federal funds, because of this we have very limited funding for program expansion or new NJ JARC programs starting with round 5 (July 1, 2018).

Also attached are the program guidelines for NJ JARC, if you have any questions on the application or guidelines please contact me.

Thank you, Anna

Anna R. Magri
Director, Local Programs/Minibus Support/Community Transportation
New Jersey Transit
One Penn Plaza East
Newark, New Jersey 07105-2246
Office - 973-491-7381
Fax - 973-232-4971

NJTRANSIT
The Way To Go.

RESOLUTION AUTHORIZING AGREEMENT BY AND BETWEEN NEW JERSEY TRANSIT CORPORATION AND GLOUCESTER COUNTY FOR SFY'19 JOB ACCESS and REVERSE COMMUTE (JARC) ROUND 5 GRANT. SFY'19 NJ-JARC ROUND 5 for $110,000 and $110,000 COUNTY IN-KIND MATCH, FOR THE TOTAL AMOUNT OF $220,000.00 FROM JULY 1, 2018 TO JUNE 30, 2019

WHEREAS, the Gloucester County Division of Transportation Services, under the Department of Human & Disability Services is submitting a project proposal to NJ Transit, Office of the Services Contracts, Local Program Support Unit, an operating administration of the United States Department of Transportation Equity Act for the 21st Century (TEA-21), to receive New Jersey Job Access and Reverse Commute for SFY19 Round NJ-JARC 5 grant funds; and

WHEREAS, this funding is specifically for the purpose of transport services to Gloucester County residents relative to educational training, employment and other activities; and

WHEREAS, said transportation services shall be provided by the Division of Transportation Services (DTS), and include bus transportation and demand-responsive transportation to County residents utilizing the grant funds; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of grant funds to be requested for SFY'19 Round 5 is $110,000.00, with a cash match by the County of Gloucester of $110,000.00 for a total amount of $220,000.00.

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 authorized to attest to the execution of any and all documents necessary for the filing of the grant application and acceptance of the grant from NJ Transit for the New Jersey Job Access and Reverse Commute SFY'19 NJ-JARC 5 grant funds for program operations in the amount of $110,000.00 with a cash match of $110,000.00, for a total amount of $220,000.00 from July 1, 2018 to June 30, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on _____ at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

BY: _____
LAURIE J. BURNS, CLERK OF BOARD

Explanation Agenda Item - Job Access and Reverse Commute (JARC) SFY'19 grant application

Gloucester County is applying for JARC SFY'19 (Round 5) grant funds for 12 month period beginning July 1, 2018 and ending June 30, 2019. The Round 5 grant is for the total amount of $220,000, requiring $110,000 state funding and $110,000 county match. These funds will be used to support educational and work-related transportation for employment opportunities to low-income residents and people with disabilities.

The match requirement of $110,000 for each round is obtained through County of Gloucester.

NJ TRANSIT
The Way To Go.

NJ – JARC Round 5 and Round 6

(SFY19 & SFY20)

Jobs Access Reverse Commute (JARC)

Applications are due by March 28, 2018

NJ-JARC Application for SFY 2019 and 2020

PART 1

NJ-JARC Overview

A. Introduction

B. Coordinated Public Transit-Human Services Transportation Plan

C. Eligible Organizations and Agencies

D. Eligible Activities

E. Technical Capacity

PART 2

Application Process - Fill Out and Return

I. Applicant Information

II. Project Summary

III. Service Area and Destinations

IV. Service Operations

V. Coordinated Public Transit-Human Services Transportation Plan

VI. Technical and Organizational Capacity

VII. Funding and Budget

VIII. Passenger Details

IX. Required Attachments

1. Application Cover Letter
2. Service Area Map
3. Letter from County Lead for coordination - **only** if project proposed not mentioned in current coordination plan.
4. Letter to County Lead for coordination – **only** required if not current stakeholder
5. Marketing Materials
6. Vehicle Fleet
7. Project Contacts
8. Project Personnel and Organizational Chart
9. Application Resolution
10. Title VI questions
11. Complaint Process
12. Provide Current audit or certified financial statement (or 2017 date submitted to NJT)

Appendix

Appendix 1 - ADA Reasonable Modifications – all must comply if requested

Appendix 2 - Deviation Requirements – if providing shuttle services

Appendix 3 - FTA JARC History

PART 1

Overview and Information

A. *Introduction*

Human service transportation includes a broad range of transportation service options designed to meet the needs of transportation-disadvantaged populations including older adults, disabled persons and/or those with lower income. Individuals with different needs require different services depending on their abilities, their environment, and the options available in their community.

The goal of the NJ-Job Access and Reverse Commute program (NJ-JARC) is to improve access to transportation services to employment and employment-related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. Local matching funds are required for NJ-JARC as well as participation in the locally developed coordinated public transit human services transportation plan. NJ-JARC is only for operating funds for transportation services and requires a 50% local match. Funding from NJ TRANSIT for NJ-JARC Round 5 would cover July 1, 2018 - June 30, 2019 and for NJ-JARC Round 6 cover July 1, 2019-June 30, 2020.

Completed applications are due no later ***than March 28, 2018.*** All responses must be submitted by email to Anna Magri at NJ TRANSIT amagri@njtransit.com and copy of application with required attachments mailed to:

Anna R. Magri, Director Local Programs, Minibus Support and Community Transportation
Community Transportation Department, 4th Floor
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105

B. *Coordinated Public Transit-Human Services Transportation Plan*

Federal transit law, as amended under SAFETEA–LU, required that projects funded from the Elderly Individuals and Individuals with Disabilities (Section 5310) program be derived from a locally developed, coordinated public transit human services transportation plan (CHSTP). A coordinated plan maximizes the programs' collective coverage by minimizing duplication of services. Participation in a CHSTP is also a requirement for the NJ-JARC grant program.

All New Jersey applicants **must** reference their county coordinated plans and indicate how their application is meeting service gaps/needs or service recommendations stated in those plans. All applicants must include the page number from the most recent county coordinated plan.

If the proposed project is not listed in the county plan you should meet with the coordinated plan lead in your county to discuss incorporation and become part of the local stakeholder group that participates in development of the plans.

County	Coordinated Plan Leads	Metropolitan Planning Organization
Atlantic	Carl Lindow Atlantic County Transportation PO Box 13 New Road & Dolphin Avenue Northfield, NJ 08225 609-645-7000 x4058	Michael Reeves South Jersey Transportation Planning Organization (SJTPO) 782 S. Brewster Road, B6 Vineland, NJ 08361 856-794-1941
Bergen	Tom Murphy, Director Bergen County Community Transportation 178 Essex Street Lodi, NJ 07644 201-336-3380	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Burlington	Jerome Kilkenny Burlington County 795 Woodlane Road Mount Holly, NJ 08060 609-265-5020	Meghan J. Weir Delaware Valley Regional Planning Commission (DVRPC) 190 N. Independence Mall West, 8th Floor Philadelphia, PA 19106 215-238-2832
Camden	Carole Miller (on behalf of) South Jersey Transportation Authority (SJTA) 800 Cooper Street, Suite 500 Camden, NJ 08102 856-427-0988	Meghan J. Weir Delaware Valley Regional Planning Commission (DVRPC) 190 N. Independence Mall West, 8th Floor Philadelphia, PA 19106 215-238-2832
Cape May	Daniel Mulraney Cape May Community Transportation Services Cape May Courthouse 4 Moore Road Cape May, NJ 08210 609-889-3700 or 7812	Michael Reeves South Jersey Transportation Planning Organization (SJTPO) 782 S. Brewster Road, B6 Vineland, NJ 08361 856-794-1941
Cumberland	Barbara Nedohon, Director County of Cumberland Office on Aging and Disabled 800 E. Commerce Street Bridgeton, NJ 08302 856-453-2220	Michael Reeves South Jersey Transportation Planning Organization (SJTPO) 782 S. Brewster Road, B6 Vineland, NJ 08361 856-794-1941
Essex	Jaklyn Devore, Director Essex County Department of Senior Citizen Services 50 South Clinton Street East Orange, NJ 07018 973-395-8400 or 8404	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Gloucester	Lisa Cerny Gloucester Department of HS Division of Transportation Services 115 Budd Boulevard West Deptford, NJ 08096 856-686-8362	Michael Reeves South Jersey Transportation Planning Organization (SJTPO) 782 S. Brewster Road, B6 Vineland, NJ 08361 856-794-1941
Hudson	Darice Toon, Director Health and Human Services 830 Bergen Avenue Jersey City, NJ 07306 201-369-5280 x4231	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Hunterdon	Tara Shephard , Executive Director HART TMA 146 Route 31 North Flemington, NJ 08822 908-788-5553	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Mercer	Martin DeNero Mercer County Trade Transportation Public Works Facility 300 Scotch Road, Building 1 Trenton, NJ 08901 609-530-1970 x17	Meghan J. Weir Delaware Valley Regional Planning Commission (DVRPC) 190 N. Independence Mall West, 8th Floor Philadelphia, PA 19106 215-238-2832
Middlesex	Laila Caune, Director Middlesex County Office on Aging & Disabled Services 75 Bayard Street New Brunswick, NJ 08901 732-745-4433	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Monmouth	Kathleen Lodato, Director Monmouth County Division of Transportation 250 Center Street Freehold, NJ 07728 732-431-6480 or 732-577-6731	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450

County	Coordinated Plan Leads	Metropolitan Planning Organization
Morris	Ophelia Cruse, Special Transportation Coordinator County of Morris Human Services PO Box 900 Morristown, NJ 07963-0900 973-285-6868	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Ocean	Dave Fitzgerald, Director Ocean Ride 1959 Route 9 / PO Box 2191 Toms River, NJ 08754-2191 732-736-8989	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Passaic	John McGill, Coordinator Passaic Division of Family Services 52 Church Street Paterson, NJ 07505 973-247-2487	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Salem	Stephanie Bradway Salem County Office on Aging 98 Market Street Salem, NJ 08079 856-339-8622	Michael Reeves South Jersey Transportation Planning Organization (SJTPO) 782 S. Brewster Road, B6 Vineland, NJ 08361 856-794-1941
Somerset	John Adair, Director Somerset County Transportation 750 East Main Street Bridgewater, NJ 08807 908-231-7116	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Sussex	Carol Novrit, Director Sussex County Department of Social Services 83 Spring Street Suite 203 Newton, NJ 07860 973-383-3600 x5140	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Union	Karen Dinsmore, Asst Director Union County Department of Human Services Union County Administration Building 10 Elizabethtown Plaza Elizabeth, NJ 07207 908-527-4809	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450
Warren	JanMarie McDyer, Coordinator Warren County Department of Human Services Division of Contract Administration Cummins Building 202 Mansfield Street Belvidere, NJ 07823 908-475-6332 or 6080	Peter Bilton North Jersey Transportation Planning Authority (NJTPA) One Newark Center, 17th Floor Newark, NJ 07102 973-639-8450

C. *Eligible Organizations and Agencies*

The following organizations and entities are eligible to apply for funding:

- Private non-profit organizations;
- State or local governmental authorities; and
- Operators of public transportation services, including private operators of public transportation service

D. *Eligible Activities*

Funds from the NJ-JARC program are available for operating expenses that support the transportation services designed to transport low-income individuals to and from jobs and activities related to their employment and to support reverse commute projects. Examples are as follows:

- ☐ Late-night and weekend service;
- ☐ Route Deviation Shuttle service;
- ☐ Expanding fixed-route public (i.e. NJT) transit routes;
- ☐ Demand-responsive service;

☐ Other services not listed that support NJ-JARC purpose as noted above;

E. *Technical Capacity*

In reviewing an application and during the life of the project all NJ-JARC applicants must demonstrate the technical capacity to carry out the services proposed. At a minimum the applicant must be able to:

- Demonstrate the financial ability to perform and deliver the service applying for and awarded. As this is a reimbursement request program the recipient MUST have the financial means to wait on reimbursement for NJ JARC expenditures.
- Demonstrate the adequate level of staffing and grant experience and knowledge to comply with all grant requirements.
- Demonstrate the adequate level of staffing and operational experience needed in delivering the service as per grant award.
- Demonstrate the adequate level of staffing and maintenance experience for performing required maintenance on vehicles used.
- Demonstrate the adequate level of vehicles including back-up vehicles to perform the service under this program.
- Demonstrate a driver training program to ensure safe and reliable service to all passengers.
- Demonstrate that the service provided is not duplicating other transit services funded under FTA, NJT bus routes or other funding sources.
- All NJ-JARC recipients must be part of the local Human Service Coordination Transportation plan.
- Demonstrate there are written procedures and policies for operations, grant administration and reporting requirements.

NJ- JARC (Round 5 and Round 6) SFY 2019 and 2020 APPLICATION

PART 2

Application Process – Fill Out and Return

I. *Applicant Information*

1. Project Name / **Transportation for JARC Employment**

2. Please provide the following about your organization:
   a. Organization Legal Name / **County of Gloucester Division of Transportation**
   b. Address / **115 Budd Blvd., West Deptford, NJ 08096**
   c. County / **Gloucester**
   d. Congressional District(s) / **1st & 2nd**
   e. Tax Identification Number and **501(c)3 Certificate** (if applicable please attach) / **21-6000660**
   f. Contact Name and Title (and address if different than above) / **Lisa Cerny, Director**
   g. Contact Telephone Number / **856-384-6874**
   h. Contact Fax Number / **856-384-0207**
   i. Contact E-mail / **lcerny@co.gloucester.nj.us**

3. Type of Organization or Agency

   The following organizations and entities are eligible to apply for funding **(please check one):**

   ☐ Private non-profit organizations _____

   ☐ State or local governmental ___X___

   ☐ Operators of public transportation services, including private operators of public transportation service ____

II. *Project Summary*

1. This project is a (please check all that apply):

   ☐ Continuation of existing JARC funded project: ___X___

   ☐ Continuation of existing non-JARC funded project: _____

   ☐ Expansion of an existing JARC project: _____

   ☐ Expansion of an existing (non JARC) project: _____

   ☐ New project (program): _____

   ☐ If this is a continuation and/or expansion of a non JARC project please indicate current source of non- JARC funding. _____

2. Detailed description of project including service hours, days, area served (indicate states, counties and municipalities served). Indicate if service is demand response or route deviation, and if service is contracted out or done in house. If contracted out, will contractor be responsible for entire operational cost or will you provide the vehicles/maintenance/fuel/other:

The JARC grant will allow Gloucester County DTS to continue servicing low-income and disabled residents for educational needs and work-related opportunities. The Division of Transportation Services is on the road Monday through Friday between the hours of 7:00am and 5:00pm. The Division of Transportation Service may occasionally transport riders on Saturday or Sunday due to inclement weather or county holiday.

JARC-related transport is scheduled through application as a demand response service. Route deviation is not considered on a daily basis; route changes are made when new clients are added to the subscription-type list. Work-related requests are scheduled within Gloucester County with limited service to nearby out-of-county work locations. Transportation is provided in house for projects funded through JARC.

- Goals and objectives of the project:

To continue providing people with disabilities the opportunity to access their educational needs and employment requirements. We do not currently have a transportation waiting list for educational destinations but there is a waiting list of approximately ten for their work-related destinations. In 2019, using JARC funding, we anticipate helping as many residents on the waiting list as possible.

- If new project, expansion or a continuation of a non-JARC project, when is the project anticipated to begin to need NJ-JARC funds? *N/A*

- Describe how the project addresses the transportation needs of **low income individuals** to employment sites or training locations? Identify the current transportation gaps to be filled and types of jobs that are projected to be served?

Low-income individuals who live in Gloucester County are eligible to apply for their transportation needs for training and employment through the Division of Transportation. Many pursue their educational endeavors through the Adult Center for Transition (ACT) at the recently merged Rowan College @ Gloucester County College. Other residents are looking for work-related transportation to local supermarkets, restaurants, billing centers, etc. One of the gaps that will be addressed with this grant is in reference to the lack of public transportation in Gloucester County. Gloucester County is 329 square miles, has no passenger rail service and only 7 public bus routes.

III. *Service Area and Destinations*

1. Please indicate the potential origins and destinations that the proposed project, program or service will serve:

Project will fund expanded transportation opportunities for all Gloucester County residents that are low-income and/or disabled. Transportation will be offered with a combination of demand response (and feeder type services, when appropriate), to employment sites in the more suburban/rural areas of Gloucester County and contiguous areas of Camden County.

2. Please describe and estimate the number of jobs and/or the number of job sites/employment centers that can be accessed as a result of the proposed project, program, or service:

Grant funding would help support additional clients traveling to Rowan College @ Gloucester County College for the Adult Center for Transition (ACT) Program. South Jersey Transit Authority currently transports Gloucester County residents working at the Pureland Industrial Park for 1st, 2nd and 3rd shifts. Under the United We Ride Plan, we partnered with several non-profits and municipalities for the newly established Pureland East to West shuttle; Gloucester County provided buses for this foundation grant, The funding

from this foundation grant provided shuttle service from the Borough of Glassboro to the Pureland Industrial Park transporting employees to their prospective jobsites.

3. How many stops are within ¼ mile of employment centers that would not otherwise be reasonably accessible by transit (from the destinations served):

Employment destinations vary per client request. Work-related Transportation provided is specific to each client, transporting to individual locations. One of our other obligations that has been met is support of the Adult Center for Transition Program at Rowan University @ Gloucester County College. Numbers of clients using our service at this time is 27. Since inception, we have been able to accommodate all who have applied, with no one being turned away.

4. Performance Measure: Estimated number of unduplicated customers and passenger one way trips this service will serve annually.

   For example, if 50 different people use the service five days a week for work (10 trips per week), over approximately 50 work weeks per year, you would have a total of 25,000 annual one-way employment-related passenger trips and 50 unduplicated passengers.

5. Estimated cost/passenger trip: $31

IV. *Service Operations*

1. Reservation/trip request process (for *Demand Response Services*) - Please provide a copy of your "passenger registration" or "passenger reservation intake" form Include phone number for trip reservations, and hours and days reservations are accepted.

Transportation is provided Monday through Friday from 7:00am to 5:00pm according to client needs. All trip reservations are placed through Gloucester County Division of Transportation scheduling line at 856-686-8350 (see following pages for Service reservations attachment).

At this time our routing and scheduling software is through Ecolane routing & scheduling. We have profiles for 2,019 clients who may request transportation. There are 27 clients who currently take advantage of transportation services for educational support through the ACT Program at Rowan University @ Gloucester County College.

a) What is the minimum and maximum amount of time needed to reserve a trip (advertised in your policy)?

Demand response trips are scheduled with as little as three working days' notice up to as much in advance as they are aware of appointment.

b) Do you attempt to provide service (analyze the schedule) if the request is not in the minimum time required?

Trips that are deemed essential can be scheduled quickly without the three day notice.

c) Do you attempt to provide same day (on demand) service if requested?

As noted above, by exception, on a very limited basis.

d) Do you maintain a passenger profile? If yes, what information is contained in this profile?

Client name, address, phone number, sex, disability, social security #, Funding Codes, Client Codes, trip purpose, last scheduled trip, client notes and transit info.

e) What special provisions, if any, have been made to accommodate competitive employment trips, especially if beyond normal operating hours?

No special provisions have been made to provide transportation outside of normal business hours.

f) Please name the computer routing and scheduling software product currently used for operations.

Ecolane USA Inc.

g) How is the above computer routing and scheduling product used? Please check all that apply.

☐ database, customer file	X
☐ computer assisted routing and scheduling	X
☐ fully automated routing and scheduling	
☐ to automatically generate ridership reports	X

h) Describe any other computer technology used for operations. Example: mobile data terminal, global positions systems, AVL, cell phones, on board cameras, etc.

Gloucester County is using the Ecolane automated, computerized routing and scheduling system that assigns the various grant codes to clients using our service. This allows us to track the funding source more accurately according to residence and destination. Time sheets are still being filed manually but percentage should be more accurate using the automated system.

i) Do you have any trip type restrictions or priorities?

In reference to this grant, trips must be provided to low-income and disabled residents of Gloucester County.

j) Do you have any geographical boundaries (ex. Only intra-county trips provided)?

Work-related trips are provided within Gloucester County and nearby Camden County locations.

V. *Coordinated Public Transit-Human Services Transportation Plan*

1. Please identify the gap or need or project your JARC project addresses in your county's CHSTP - ____ (Indicate page number and paragraph number).

2. If the project is not currently identified in the coordinated plan please provide a letter from the county lead indicating the status of any amendment to the plan to include this project.

3. If you are not part of the current CHSTP stakeholders, has the designated county lead for the coordination plan been notified of your intent to apply? If not previously notified, please provide a letter directed to the County Lead that demonstrates that intent.

4. Does the project feed/connect with NJ TRANSIT and/or other private bus services: (i.e. Lakeland, Suburban, Coach USA, TransBridge) and/or and any rail service (i.e. NJ TRANSIT commuter or light rail, PATH, PATCO, SEPTA, etc.). If YES, please describe how the project connects with, compliments or supports existing transportation services. Please identify the bus or rail services (s) and the key stop (s) and/or stations (s) connections with the proposed project service.

5. Provide the names of other service providers that you have coordinated with on this or other transportation projects.

VI. *Technical and Organizational Capacity*

Please describe your organization, including number of full time employees, part time employees, and volunteers.

Gloucester County DTS is comprised of 5.5. Office Staff which includes an Accountant (50%), one Supervising Omnibus Operator, two Assistant Supervising Omnibus Operators, one Principal Data Entry Operator, one Principal Clerk Typist; one vacant Clerk position (Substitute drivers have been called in as needed to fill this need). There are five full-time drivers with three full time flex drivers working 32.50 hours per week, eight part time drivers who work 30 hours per week and three substitute drivers whose hours vary depending upon the need. DTS Organization Chart attached.

1. Please describe how this project will be implemented and administered within your organization. Who will do the work?

The Division of Transportation does not have vendor support for trips provided with JARC funding. We use SCUCS for our vocational routes but this is being accomplished with County funding. At this time DTS is providing transportation for educational and work-related endeavors in-house.

2. Performance: How will your organization monitor the project performance? What measures will be used (for example, passenger trips, vehicle hours, miles, denied trip requests, employer sites reached, etc.).

Gloucester County's Supervising Omnibus Operator, who deals with drivers daily through radio contact, is in charge of Annual Driver Evaluations. DTS monitors project performance in a variety of ways. Service and cost data are maintained which provides information on the trips that are provided, the cost per trip, no-shows, vehicle miles, driver hours, canceled trips and the employers that are reached. DTS staff distributes passenger surveys to monitor the perception of service performance by riders.

3. Contractor Oversight: Are there site visits / ride checks made to the contractor facility/operations? How frequently?

N/A

VII. *Funding and Budget*

1. Fares: Are (will) fares be charged? Please attach a fare policy which describes the different fares charged.

No

2. Donations: Describe how donations are collected and if there is a suggested donation amount.

Donation envelopes are available in vehicles for clients expressing a wish to donate to the program. The initial letter that is sent out to new clients lists a $1 per ride in-county and $2 per ride out-of-county.

3. Funding: NJ JARC is a reimbursement request program the applicant must have the financial means to pay for service while waiting on reimbursement from NJ TRANSIT. Describe and document local funding sources that the applicant has to be in a reimbursement request program such as NJ JARC. If applicant has funding in reserves for reimbursable program, please document.

4. Audit/Financial Statement: Please attach your most recent audit or financial statement. (If you have sent copy to NJ TRANSIT in 2017 indicate date sent).

Existing or New Project: Total **Annual** project budget local, county, agency matching funds, and other sources of match (please identify specific source of match and provide document from funding source to verify the match):

	NJ-JARC Request	Local Match County/Agency/FTA Other	Total Budget (NJ-JARC + Required Match)	Overmatch, any ex. extra funds, fares	Total Budget (including overmatch)
SAMPLE:	***$80,000***	***$80,000***	***$160,000***	***$40,000***	***$200,000***
NJ-JARC Round 3	$$110,000	$110,000	$220,000		$220,000
NJ-JARC Round 4	$110,000	$110,000	$220,000		$220,000

INDICATE SOURCE OF MATCHING FUNDS

Name of Funding Source	SFY 2019 - Round 5 Indicate amount of funding from each source	SFY 2020 - Round 6 Indicate amount of funding from each source
1. TANF Block		
2.TANFPlus,Special		
3. County	$110,000	$110,000
4. Other Agency		
5. Employers Contribution		
6. State		
7. Federal		
9. DOL/DHS		
10. Other (Identify each)		
TOTAL		

NJ TRANSIT is providing NJ-JARC funds from their operating budget. The funding is limited to purchase of or for direct operating of transportation services. Therefore only operating expenses are permitted under this grant. The following line items are allowable operating expenses under this grant. Only 10% of administrative salaries will be acceptable charges to the grant, no additional administrative expenses will be permitted (example: Indirect costs, office supplies) and no other in kind administrative matches.

EXISTING NJ JARC Project

REQUESTED FUNDING FOR PROJECT – SFY 2019 (Round 5)
(Based on yearly operating expenses)

OPERATING BUDGET LINE ITEMS	PROJECT BUDGET
Salaries/Fringe Benefits (Operations manager, drivers, mechanics, and dispatchers, etc.)	
Administrative Salaries (up to 10% of total project is allowed)	
Licenses and Registration	
Third Party Contract Services	
Maintenance & Repairs	
Materials Consumed (oil, fuel, etc.)	
Other Miscellaneous Operating Expenses (including uniforms, vehicle insurance,)	
Total Operating Expenses	
(- Fares, Donations)	
Net Operating Expenses	
(-) 50% Local Match	
Total Budget Request	

REQUESTED FUNDING FOR PROJECT – SFY 2020 (Round 6)
(Based on yearly operating expenses)

OPERATING BUDGET LINE ITEMS	PROJECT BUDGET
Salaries/Fringe Benefits (Operations manager, drivers, mechanics, and dispatchers, etc.)	
Administrative Salaries (up to 10% of total project is allowed)	
Licenses and Registration	
Third Party Contract Services	
Maintenance & Repairs	
Materials Consumed (oil, fuel, etc.)	
Other Miscellaneous Operating Expenses (including uniforms, vehicle insurance)	
Total Operating Expenses	
(- Fares, Donations)	
Net Operating Expenses	
(-) 50% Local Match	
Total Budget Request	

VIII. *Passenger Details*

The following questions may be answered using the most up-to-date American Community Survey [ACS] data at the Census Tract level from census.gov; for assistance, contact your local county planning department. Select information may also be available from your MPO's web site.

a. Percentage of **low-income individuals** (150% of poverty level) **in project service area**:

0 – 20%____X_____ 61 – 80%_____

21 – 40 %_____ 81 – 100%_____

41 – 60%_____

Describe how this project assists LOW INCOME individuals.

b. Percentage of **zero-car households** in project service area:

0 – 10%____X_____ 41 – 60%_____

11 – 20 %_____ 61 – 100%_____

21 – 40%_____

c. Estimate the percentage of your projected passenger trips which will be employment or training-related:

0 – 20%_____ 61 – 80%_____

21 – 40 %_____ 81 – 100%____X____

41 – 60%_____

d. Percentage of low-income individuals (150% of poverty level) in the project's broader area of impact (Metropolitan Statistical Area or county):

0 – 20%___X_____ 61 – 80%_____

21 – 40 %_____ 81 – 100%_____

41 – 60%_____

SEE ATTACHED 2016 POVERTY ESTIMATE

(INDICATE SOURCE OF DATA and METHOD OF CALCULATING ABOVE PERCENTAGES.)

i. 2016 SAIPE Estimates, Median Household Income, Persons in Poverty, Below Poverty;

ii. American Fact Finder 2012-2016, 3 year estimate (Selected Housing Characteristics);

iii. DTS estimate – client records for total transportation through county & grant funding;

iv. ACS 2016, Individuals below level / Poverty Status in Past 12 Months.

IX. ***Required Attachments*** – all attachments must be received with application at time of submittal with the exception of the county or board resolution. If this is delayed please note on application cover letter with estimated date when it will be sent.

1. Application Cover Letter - complete and sign
2. Service Area Map - provide map showing service route and/or area
3. Letter from County Lead for coordination - **only** if project proposed not mentioned in current coordination plan.
4. Letter to County Lead for coordination - **only** required if not current stakeholder
5. Marketing Materials - provide marketing brochure and timetable
6. Vehicle Fleet - provide spreadsheet
7. Project Contacts - complete attached
8. Project Personnel and Organizational Chart - complete and provide org. chart
9. Application Resolution - provide from governing body or board (Indicate Match and Source)
10. Title VI questions - complete attached
11. Complaint Process - complete attached
12. Provide Current audit or certified financial statement (or 2017 date submitted to NJT) – ***Sample Pages 1 through 24 are attached and 2016 audit can be e-mailed.***

Appendix 1 - ADA Reasonable Modifications – all must comply if requested

Appendix 2 – Deviation Requirements – if providing shuttle services

Appendix 3 – FTA JARC History

.ATTACHMENT 1 – Cover Letter

March 5, 2018

Ms. Anna Magri, Director
Community Transportation Department
NJ TRANSIT
One Penn Plaza East, 4th floor
Newark, New Jersey 07105-2246

Dear Ms. Magri:

The County of Gloucester is hereby applying for a grant under NJ-JARC funded and administered by NJ TRANSIT. The approval of this grant will enable public transportation services to be available to low income and others for employment transportation.

The County of Gloucester is requesting OPERATING ASSISTANCE for the period of two years of funding. The total amount of state funds requested is as follows:

NJ-JARC – Round 5 SFY 2019

	OPERATING
NJ-JARC Funds:	$110,000
Local match funds:	$110,000
Total:	$220,000

NJ-JARC – Round 6 SFY 2020

	OPERATING
NJ-JARC Funds:	$110,000
Local match funds:	$110,000
Total:	$220,000

To my knowledge, all information provided in support of this application is true and correct. If you have questions or require additional information, contact Ms. Lisa Cerny, Director at 856-384-6874.

Sincerely,

Robert M. Damminger, Freeholder Director
County of Gloucester

ATTACHMENT 2 – Service Area Map

Please ensure that map includes:

- Concentrations of Households in Poverty, Low Income Housing, Housing for People with Disabilities and Senior Housing
- Employment Centers
- Regional Transit: NJ Transit Bus lines/Rail Line/Other Transit Services

ATTACHMENT 3 – Coordination

Letter from County Lead for Coordination (only if project is not mentioned in the current coordination plan; see Part 1.2)

ATTACHMENT 4 – Coordination

Letter to County Lead for Coordination (only required if you are not a current stakeholder; see Part 1.2)

ATTACHMENT 5 – Marketing Materials

Please provide a brief description of any marketing efforts (advertising, radio, website) as well as **copies of agency/project brochures, "bus" schedules, timetables, routes etc.**

NJ TRANSIT must review all marketing items before they are final to make sure they meet the following:

- Language indicating that service animals and portable oxygen tanks are permitted on vehicles. *Highlighted on Brochure*
- Brochure and/or timetable should indicate if service is deviation shuttle or demand response service. If deviation timetable, should clearly indicate the service will deviate and a phone number must be listed for requesting deviations in advance. Deviations are open to all passengers, not just passengers with disabilities. You can limit the "distance of the deviations" and note it in the timetable. *Listed on Rural Schedules + is evident for scheduling ACT transportation to Rowan College @ Gloucester County College.*
- List phone number for calling in complaints or compliments. See Title VI form you are to use for Title VI complaints. *Included on brochure, rural schedule and All phone numbers are sent out 'Medical Appointments…' after telephone request for application.*
- Describe in which languages marketing materials is (or will be provided). *English and Spanish*
- Indicate service is accessible by having the international symbol of accessibility on the timetable. If not using accessible buses then you must have a number for calling for an accessible vehicle. *See Attachment 5*
- Indicate funding source(s) for the service on the timetable (NJ TRANSIT, FTA funded, County funded etc...). *See Attachment 5*
- A phone number to call to request reasonable modifications of policies and practices for the transportation of individuals with disabilities. *See Attachment 5*
- All marketing materials must have the following Title VI Notice so that passengers know how to file a Title VI complaint. *See Attachment 5*

Sample Non-Discrimination Policy

(Name of agency) operates its programs and services without regard to race, color, or national origin, in accordance with Title VI of the Civil Rights act of 1964, as amended. any person who believes she or he has been subjected to discrimination on the basis of race, color, or national origin, or wishing to obtain additional information regarding (Name of agency) Title VI obligations, may contact (Agency's) customer service at ###=###=####. A complaint or inquiry may also be filed by writing to (Agency's) customer service – Title VI Office (agency's address). A complaint must be filed within 180 days of the alleged discrimination. If information is needed in another language, contact (Agency #).

ATTACHMENT 6 – Vehicle Fleet

Provide following information on your or your service provider's current vehicle fleet.

Agency Vehicle #	Chassis Make/ Model	Model Year	Mileage	VIN #	Funding Source	Vehicle Cost	Seating capacity	Lift equipped Yes or No	Projected Retirement Date
				SEE ATTACHED INVENTORY LIST AND	*#28, #47 AND #48 DUE FOR RETIREMENT*				
				JANUARY VEHICLE LISTING					

ATTACHMENT 7 – Project Contacts

Provide the name, title, address, phone/fax number, and e-mail of the key contact people:

1. Freeholder Director/County Executive or, if agency, Executive Director/Chairman of the Board
   Freeholder Director Mr. Robert M. Damminger, County of Gloucester, 2 S. Broad Street, Woodbury, NJ 08096
   Phone @ 856-853-3395; Fax #: 856-853-3495 rdamminger@co.gloucester.nj.us

2. Administrative Contacts (person responsible for the administration of the grant)
   Ms. Donna Cucetta, Accountant, 115 Budd Blvd., West Deptford, NJ 08096
   Phone #: 856-686-8360; Fax #: 856-686-8361 dcucetta@co.gloucester.nj.us

3. Operations Contact (person responsible for operational issues regarding grant)
   Ms. Dana Convery, Supervising Omnibus Operator, 115 Budd Blvd. West Deptford, NJ 08096
   Phone #: 856-686-8359; Fax #: 856-686-8361 dconvery@co.gloucester.nj.us

4. Procurement Contact (Individual who will be responsible for procuring capital and preparing bid packages for service providers.) *Mr. Peter Mercanti, Director of Purchasing, 2 S. Broad Street, Woodbury, NJ 08096*
   Phone #: 856-853-3414; Fax #: 856-251-6777 pmercanti@co.gloucester.nj.us

5. Financial Contact (person responsible for billing, accounting, closeouts, reimbursement requests)
   Ms. Donna Cucetta, Accountant, Gloucester County Division of Transportation Services; (info above)

6. Audits Contact (responsible for annual audits)
   Ms. Tracy N. Giordano, Treasurer's Office, 2 S. Broad Street, Woodbury, NJ 08096
   Phone #: 856-853-3353; Fax #: 856-251-6778 tgiordano@co.gloucester.nj.us

7. County or Agency Counsel
   Mr. Carmen Malignaggi, 2 S. Broad Street, Woodbury, NJ 08096
   Phone #: 856-853-6942; Fax #: 856-384-6894 cmalignaggi@co.gloucester.nj.us

8. EEO Representatives – A Recipient's Chief Executive Officer (CEO) should designate an EEO Officer and adequate staff to administer the EEO program. The EEO Officer should be an executive and should report directly to the CEO. Care should be taken to avoid conflicts when assigning responsibility for administering the EEO program as a collateral duty assignment, e.g., a personnel officer may have a conflict of interest.
   Mr. Milton W. Hinton, Jr., Director Equal Employment Opportunity, 2 S. Broad Street, Woodbury, NJ 08096
   Phone #: 856-384-6903; Fax #: 856-853-3266 mhinton@co.gloucester.nj.us

9. DBE Representative *Mr. Peter Mercanti, Director of Purchasing; (info above)*

10. ADA Representative *Ms. Lisa Cerny, Director Division of Human & Disability Services, 115 Budd Blvd., West Deptford, NJ 08096 Phone #: 856-384-6874; Fax #: 856-384-0207*

11. Title VI Contact *Mr. Milton W. Hinton, Jr.; (info above)*

ATTACHMENT 8 – Project Personnel

1. List number of drivers to be paid for under this grant. There is no need to provide drivers names. If non-drivers charged to this grant indicate their names and titles. Next to each position indicate the percentage of the position/individual salary that will be charged to the grant

Personnel List Attached

2. For positions that will only be PARTIALLY charged to this grant, describe how the estimated percentage of the salary to be charged to the grant was derived. If percentage of time to be charged to grant is estimated, describe what auditable mechanism(s) will be used to verify the actual time that an individual spends on grant related activities.

The percentages are based on the actual amount of time employees spend on driving JARC clients based on their schedules and their timesheets. See next page for % funding for Operations Personnel.

3. Are all individuals listed in item 1 above working in their job titles? If not, explain what the differences are and why they are not working in their job titles.

Substitute drivers Michelle Negron and Susan Nichols may be called in to the office to work on scheduling transportation as needed.

4. Provide copy of **organization chart** showing both operations and administrative employees.

   Contracted Service: Do you plan to bid or RFP for service? Estimate personnel needed to provide service and cost.

Organizational Chart included within noting Administrative and Operational positions. Gloucester County will not be outsourcing at this time.

ATTACHMENT 9 - NJ-JARC Sample Authorizing Resolution

Resolution authorizing the submission of a project proposal to NJ TRANSIT for NJ-JARC grant program.

WHEREAS, the NJ TRANSIT has allocated operating funds for NJ-Job Access and Reverse Commute program (NJ-JARC) is to improve access to transportation services to employment and employment-related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities.

WHEREAS, the Recipient will provide a match through local/other funds equal to or greater then amount awarded to the Recipient through NJ TRANSIT;

WHEREAS, the Recipient has or will provide all annual certifications, assurances and monthly reports for the project as required by NJ TRANSIT;

NOW, THEREFORE, BE IT RESOLVED BY (Governing Body of Recipient)

1. That (Title of Designated Official) is authorized to submit a project proposal to NJ TRANSIT for inclusion in NJ TRANSIT's NJ-JARC Grant Application on behalf of (Legal Name of Applicant) for state assistance authorized by

2. That (Title of Designated Official) is authorized to execute and file with submission of a project proposal to NJ TRANSIT its applications the annual certifications, assurances and other documents NJ TRANSIT requires.

3. That (Title of Designated Official) is authorized to execute grant and cooperative agreements with NJ TRANSIT on behalf of (Legal Name of Applicant).

CERTIFICATION
The undersigned duly qualified (Title of Designated Official), acting on behalf of the (Legal Name of Recipient), certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the (Governing Body of the Recipient) held on (Month, Day, Year).

[If the Recipient has an official seal, impress here.]

_____
(Signature of Recording Officer)

_____
(Title of Recording Officer)

_____
(Date)

ATTACHMENT 10 – Title VI Section

1. Provide the estimated # of socially disadvantaged people that your agency does and/or will serve from each of the following groups: *2012 Census of Population figures from *Gloucester County's"* ***NJ-JARC service area shows:***
   - Blacks (Not Hispanic): *30,270*
   - Hispanics (person with origins of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture of origin): *13,896*
   - Asian or Pacific Islanders: *565*
   - American Indians or Alaskan Natives: *6,205*
   - Non- socially disadvantaged (all persons not listed above): *237,352*
   - Total: *288,288*

     2016 American Community Survey (ACS) attachment shows the facts regarding Gloucester County:
     **5-year Population Estimate of 291,286;*
     **Poverty Status in the Past 12 months (5 year estimate)*

2. Are you a registered DBE/SBE/MBE/WBE agency? *No*

3. Do you serve a socially disadvantaged community? *Yes*

4. Does your agency serve low income populations? *Yes*

5. Has the agency received assistance from the FTA in prior years? *Yes*

6. Does your agency have a current approved Title VI program submitted to NJ TRANSIT? *Yes*

   If yes, has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service since your last JARC application? *No*

   If yes, provide a description of the allegation and the current status and/or outcome.

7. Has any federal entity conducted a Title VI compliance review of your agency within the last three years?

   If yes, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.

8. Do you have any pending applications to other federal agencies? *Gloucester County applies for Federally funded Section 5310.*

   If yes, provide a brief description of pending applications to other federal agencies. *Gloucester County has received Notice of Inclusion for Section 5310 and awaits Notice for 2016 application.*

9. Has your agency had a finding of noncompliance by any other federal agency? *No*

ATTACHMENT 11 – Complaint Process

1. Who is responsible for handling service complaints? Provide Name and job title.
Jane Lyons, Assistant Supervising Omnibus Operator or Carol Wilson, Principal Data Entry Operator receive the initial complaint and immediately refer to either the Director or the Supervising Omnibus Operator verbally, by e-mail or in writing for resolution.

2. Describe how transportation service related complaints are documented and answered.
Depending upon the severity of the complaint, the following options are available, 1) If there is no confidentiality concern, a telephone response from Supervising Omnibus Operator or Assistant Supervising Omnibus Operator to advise of action taken, or 2) A formal letter addressing the complaint with possible solutions. Director is made aware of actions taken, possible solutions.

Complainant is notified of the right to request a fair hearing, attached General Statement and included in DTS Passenger Procedures (also attached).

3. How are they resolved: via email, phone or in writing?
Both by mail and in writing.

4. Are service complaints kept on file? For how long?
A file within the office of the Principal Data Entry Operator is kept for issues related to clients. A computer file of 'Courtesy Letters' is also kept for complaints received and responses to residents for information requested by phone.

5. Are service complaints reviewed to ensure that they are not **Title VI discrimination** complaints?
If we were to receive a Title VI discrimination complaint, it would be referred to Administration for resolution.

6. Is there a process to classify complaints by type? (Service must be provided to all in an equitable manner regardless of race, color or national origin.)
All complaints are taken very seriously with corrective measures addressed. To date we have not had any complaints that Transportation Staff were unable to handle internally.

7. How are ADA related transportation service related complaints resolved?
Referral should be made to selected individual noted under Project Contacts.

8. Were any EEO complaints received between the period January 1, 2013 and the Present? If yes, summarize complaints, any informal or formal complaints received, and describe how these complaints were addressed or resolved.
Each complaint met the standards to be accepted and investigated. At the completion of all fact finding the complaints were determined to be unfounded and/or the specific concerns of the complainant referred to the Human Resource Department to be reviewed for any policy violations and potential disciplinary action.

Appendix 1

ADA Reasonable Modifications

Appendix E to Part 37—Reasonable Modification Requests

A. This appendix explains the Department's interpretation of §§ 37.5(g) and 37.169. It is intended to be used as the official position of the Department concerning the meaning and implementation of these provisions. The Department also issues guidance by other means, as provided in § 37.15. The Department also may update this appendix periodically, provided in response to inquiries about specific situations that are of general relevance or interest.

B. The Department's ADA regulations contain numerous requirements concerning fixed route, complementary paratransit, and other types of transportation service. Transportation entities necessarily formulate policies and practices to meet these requirements (e.g., providing fixed route bus service that people with disabilities can use to move among stops on the system, providing complementary paratransit service that gets eligible riders from their point of origin to their point of destination). There may be certain situations, however, in which the otherwise reasonable policies and practices of entities do not suffice to achieve the regulation's objectives. Implementing a fixed route bus policy in the normal way may not allow a passenger with a disability to access and use the system at a particular location. Implementing a paratransit policy in the usual way may not allow a rider to get from his or her origin to his or her destination. In these situations, subject to the limitations discussed below, the transportation provider must make reasonable modifications of its service in order to comply with the underlying requirements of the rule. These underlying provisions tell entities the end they must achieve; the reasonable modification provision tells entities how to achieve that end in situations in which normal policies and practices do not succeed in doing so.

C. As noted above, the responsibility of entities to make requested reasonable modifications is not without some limitations. There are four classes of situations in which a request may legitimately be denied. The first is where granting the request would fundamentally alter the entity's services, programs, or activities. The second is where granting the request would create a direct threat to the health or safety of others. The third is where without the requested modification, the individual with a disability is able to fully use the entity's services, programs, or activities for their intended purpose. The fourth, which applies only to recipients of Federal financial assistance, is where granting the request would cause an undue financial and administrative burden. In the examples that follow, these limitations are taken into account.

D. The examples included in this appendix are neither exhaustive nor exclusive. Transportation entities may need to make determinations about requests for reasonable modification that are not described in this appendix. Importantly, reasonable modification applies to an entities' own policies and practices, and not regulatory requirements contained in 49 CFR parts 27, 37, 38, and 39, such as complementary paratransit service going beyond 3/4 mile of the fixed route, providing same day complementary paratransit service, etc.

Examples

1. **Snow and Ice.** Except in extreme conditions that rise to the level of a direct threat to the driver or others, a passenger's request for a paratransit driver to walk over a pathway that has not been fully cleared of snow and ice should be granted so that the driver can help the passenger with a disability

navigate the pathway. For example, ambulatory blind passengers often have difficulty in icy conditions, and allowing the passenger to take the driver's arm will increase both the speed and safety of the passenger's walk from the door to the vehicle. Likewise, if snow or icy conditions at a bus stop make it difficult or impossible for a fixed route passenger with a disability to get to a lift, or for the lift to deploy, the driver should move the bus to a cleared area for boarding, if such is available within reasonable proximity to the stop (see Example 4 below).

2. **Pick Up and Drop Off Locations with Multiple Entrances.** A paratransit rider's request to be picked up at home, but not at the front door of his or her home, should be granted, as long as the requested pick-up location does not pose a direct threat. Similarly, in the case of frequently visited public places with multiple entrances (e.g., shopping malls, employment centers, schools, hospitals, airports), the paratransit operator should pick up and drop off the passenger at the entrance requested by the passenger, rather than meet them in a location that has been predetermined by the transportation agency, again assuming that doing so does not involve a direct threat.
3. **Private Property.** Paratransit passengers may sometimes seek to be picked up on private property (e.g., in a gated community or parking lot, mobile home community, business or government facility where vehicle access requires authorized passage through a security barrier). Even if the paratransit operator does not generally have a policy of picking up passengers on such private property, the paratransit operator should make every reasonable effort to gain access to such an area (e.g., work with the passenger to get the permission of the property owner to permit access for the paratransit vehicle). The paratransit operator is not required to violate the law or lawful access restrictions to meet the passenger's requests. A public or private entity that unreasonably denies access to a paratransit vehicle may be subject to a complaint to the U.S. Department of Justice or U.S. Department of Housing and Urban Development for discriminating against services for persons with disabilities.
4. **Obstructions.** For fixed route services, a passenger's request for a driver to position the vehicle to avoid obstructions to the passenger's ability to enter or leave the vehicle at a designated stop location, such as parked cars, snow banks, and construction, should be granted so long as positioning the vehicle to avoid the obstruction does not pose a direct threat. To be granted, such a request should result in the vehicle stopping in reasonably close proximity to the designated stop location. Transportation entities are not required to pick- up passengers with disabilities at non-designated locations. Fixed route operators would not have to establish flag stop or route-deviation policies, as these would be fundamental alterations to a fixed route system rather than reasonable modifications of a system. Likewise, subject to the limitations discussed in the introduction to this appendix, paratransit operators should be flexible in establishing pick up and drop off points to avoid obstructions.
5. **Fare Handling.** A passenger's request for transit personnel (e.g., the driver, station attendant) to handle the fare media when the passenger with a disability cannot pay the fare by the generally established means should be granted on fixed route or paratransit service (e.g., in a situation where a bus passenger cannot reach or insert a fare into the farebox). Transit personnel are not required to reach into pockets or backpacks in order to extract the fare media.
6. **Eating and Drinking.** If a passenger with diabetes or another medical condition requests to eat or drink aboard a vehicle or in a transit facility in order to avoid adverse health consequences, the request should be granted, even if the transportation provider has a policy that prohibits eating or drinking. For example, a person with diabetes may need to consume a small amount of orange juice in a closed container or a candy bar in order to maintain blood sugar levels.
7. **Medicine.** A passenger's request to take medication while aboard a fixed route or paratransit vehicle or in a transit facility should be granted. For example, transit agencies should modify their policies to allow individuals to administer insulin injections and conduct finger stick blood glucose testing. Transit staff need not provide medical assistance, however, as this would be a fundamental alteration of their function.

8. **Boarding Separately From Wheelchair.** A wheelchair user's request to board a fixed route or paratransit vehicle separately from his or her device when the occupied weight of the device exceeds the design load of the vehicle lift should generally be granted. (Note, however, that under § 37.165(b), entities are required to accommodate device/ user loads and dimensions that exceed the former "common wheelchair" standard, as long as the vehicle and lift will accommodate them.)
9. **Dedicated vehicles or special equipment in a vehicle.** A paratransit passenger's request for special equipment (e.g., the installation of specific hand rails or a front seat in a vehicle for the passenger to avoid nausea or back pain) can be denied so long as the requested equipment is not required by the Americans with Disabilities Act or the Department's rules. Likewise, a request for a dedicated vehicle (e.g., to avoid residual chemical odors) or a specific type or appearance of vehicle (e.g., a sedan rather than a van, in order to provide more comfortable service) can be denied. In all of these cases, the Department views meeting the request as involving a fundamental alteration of the provider's service.
10. **Exclusive or Reduced Capacity Paratransit Trips.** A passenger's request for an exclusive paratransit trip may be denied as a fundamental alteration of the entity's services. Paratransit is by nature a shared- ride service.
11. **Outside of the Service Area or Operating Hours.** A person's request for fixed route or paratransit service may be denied when honoring the request would require the transportation provider to travel outside of its service area or to operate outside of its operating hours. This request would not be a reasonable modification because it would constitute a fundamental alteration of the entity's service.
12. **Personal Care Attendant (PCA).** While PCAs may travel with a passenger with a disability, transportation agencies are not required to provide a personal care attendant or personal care attendant services to meet the needs of passengers with disabilities on paratransit or fixed route trips. For example, a passenger's request for a transportation entity's driver to remain with the passenger who, due to his or her disability, cannot be left alone without an attendant upon reaching his or her destination may be denied. It would be a fundamental alteration of the driver's function to provide PCA services of this kind.
13. **Intermediate Stops.** The Department views granting a paratransit passenger's request for a driver to make an intermediate stop, where the driver would be required to wait, as optional. For example, a passenger with a disability arranges to be picked up at a medical facility and dropped off at home. On the way, the passenger with a disability wishes to stop by a pharmacy and requests that the driver park outside of the pharmacy, wait for the passenger to return, and then continue the ride home. While this can be a very useful service to the rider, and in some cases can save the provider's time and money (by scheduling and providing a separate trip to and from the drug store), such a stop in the context of a shared ride system is not required. Since paratransit is, by its nature, a shared ride system, requests that could disrupt schedules and inconvenience other passengers could rise to the level of a fundamental alteration.
14. **Payment.** A passenger's request for a fixed route or paratransit driver to provide the transit service when the passenger with a disability cannot or refuses to pay the fare may be denied. If the transportation agency requires payment to ride, then to provide a free service would constitute a fundamental alteration of the entity's service.
15. **Caring for Service Animals.** A paratransit or fixed route passenger's request that the driver take charge of a service animal may be denied. Caring for a service animal is the responsibility of the passenger or a PCA.
16. **Opening Building Doors.** For paratransit services, a passenger's request for the driver to open an exterior entry door to a building to provide boarding and/or alighting assistance to a passenger with a disability should generally be granted as long as providing this assistance would not pose a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time. Note that a request for "door-through-door" service (i.e., assisting the passenger past the door to the building) generally would not need to be granted because it could rise to the level of a fundamental alteration.

17. **Exposing Vehicle to Hazards.** If the passenger requests that a vehicle follow a path to a pick up or drop off point that would expose the vehicle and its occupants to hazards, such as running off the road, getting stuck, striking overhead objects, or reversing the vehicle down a narrow alley, the request can be denied as creating a direct threat.
18. **Hard-to-Maneuver Stops.** A passenger may request that a paratransit vehicle navigate to a pick-up point to which it is difficult to maneuver a vehicle. A passenger's request to be picked up in a location that is difficult, but not impossible or impracticable, 1 Please see guidance issued on this topic. U.S. Department of Transportation, Origin-to-Destination Service, September 1, 2005, available at http://www.fta.dot.gov/12325_3891.html (explaining that,"the Department does not view transit providers' obligations as extending to the provision of personal services. . . . Nor would drivers, for lengthy periods of time, have to leave their vehicles unattended or lose the ability to keep their vehicles under visual observation, or take actions that would be clearly unsafe . . ."). to access should generally be granted as long as picking up the passenger does not expose the vehicle to hazards that pose a direct threat (e.g., it is unsafe for the vehicle and its occupants to get to the pick-up point without getting stuck or running off the road).
19. **Specific Drivers.** A passenger's request for a specific driver may be denied. Having a specific driver is not necessary **to afford the passenger the service provided by the transit operator.**
20. **Luggage and Packages.** A passenger's request for a fixed route or paratransit driver to assist with luggage or packages may be denied in those instances where it is not the normal policy or practice of the transportation agency to assist with luggage or packages. Such assistance is a matter for the passenger or PCA, and providing this assistance would be a fundamental alteration of the driver's function.
21. **Request to Avoid Specific Passengers.** A paratransit passenger's request not to ride with certain passengers may be denied. Paratransit is a shared-ride service. As a result, one passenger may need to share the vehicle with people that he or she would rather not.
22. **Navigating an Incline, or Around Obstacles.** A paratransit passenger's request for a driver to help him or her navigate an incline (e.g., a driveway or sidewalk) with the passenger's wheeled device should generally be granted. Likewise, assistance in traversing a difficult sidewalk (e.g., one where tree roots have made the sidewalk impassible for a wheelchair) should generally be granted, as should assistance around obstacles (e.g., snowdrifts, construction areas) between the vehicle and a door to a passenger's house or destination should generally be granted. These modifications would be granted subject, of course, to the proviso that such assistance would not cause a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time.
23. **Extreme Weather Assistance.** A passenger's request to be assisted from his or her door to a vehicle during extreme weather conditions should generally be granted so long as the driver leaving the vehicle to assist would not pose a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time. For example, in extreme weather (e.g., very windy or stormy conditions), a person who is blind or vision-impaired or a frail elderly person may have difficulty safely moving to and from a building.
24. **Unattended Passengers.** Where a passenger's request for assistance means that the driver will need to leave passengers aboard a vehicle unattended, transportation agencies should generally grant the request as long as accommodating the request would not leave the vehicle unattended or out of visual observation for a lengthy period of time, both of which could involve direct threats to the health or safety of the unattended passengers. It is important to keep in mind that, just as a driver is not required to act as a PCA for a passenger making a request for assistance, so a driver is not intended to act as a PCA for other passengers in the vehicle, such that he or she must remain in their physical presence at all times.
25. **Need for Return Trip Assistance.** A passenger with a disability may need assistance for a return trip when he or she did not need that assistance on the initial trip. For example, a dialysis patient may have no problem waiting at the curb for a ride to go to the dialysis center, but may well require assistance to the door on his or her return trip because of physical weakness or fatigue. To the extent

that this need is predictable, it should be handled in advance, either as part of the eligibility process or the provider's reservations process. If the need arises unexpectedly, then it would need to be handled on an ad hoc basis. The paratransit operator should generally provide such assistance, unless doing so would create a direct threat, or leave the vehicle unattended or out of visual observation for a lengthy period of time.

26. **Five-Minute Warning or Notification of Arrival Calls.** A passenger's request for a telephone call 5 minutes (or another reasonable interval) in advance or at time of vehicle arrival generally should be granted. As a matter of courtesy, such calls are encouraged as a good customer service model and can prevent "no shows." Oftentimes, these calls can be generated through an automated system. In those situations where automated systems are not available and paratransit drivers continue to rely on hand-held communication devices (e.g., cellular telephones) drivers should comply with any State or Federal laws related to distracted driving.
27. **Hand-Carrying**. Except in emergency situations, a passenger's request for a driver to lift the passenger out of his or her mobility device should generally be denied because of the safety, dignity, and privacy issues implicated by hand-carrying a passenger. Hand-carrying a passenger is also a PCA-type service which is outside the scope of driver duties, and hence a fundamental alteration.

APPENDIX 2

DEVIATION REQUIREMENTS

FTA no longer accepts the term "modified fixed" service is incorrect for the purposes of federally funded projects. The term that should be employed to describe a flexed route is **"route deviation"** service. This is the term used under the ADA and recognized by the federal government. Route Deviation is defined as follows by the National Transit Database (NTD):

> ***"Route-Deviated Service*** *-Route-deviated service has operating characteristics of both fixed and demand response modes. Route-deviated service operates as a conventional bus route, but permits the bus to deviate from the route and serve destinations within a prescribed distance (e.g., ¾ mile)."*

To be considered a route deviation service you must meet the following five criteria:

1. The service must allow customers to request a route deviation in some way, typically by making a phone call in advance
2. The service must deviate for the general public, not just people with disabilities.
3. The service must provide information to the public on how to request a deviation.
4. The service cannot limit the number of route deviations on the route or per run.
5. Following an off route deviation, the bus must return to the point on the route it left.

As per Federal requirements to be considered a true "route deviation service" the transportation provider **MUST** comply as follows:

- Clearly indicate on the bus timetable, marketing materials and websites service is "route deviation" and provide the telephone number and process to be followed to request a route deviation.
- Indicate the distance bus will deviate for passenger pick up and drop off, there is no set requirement.
- There can be no language limiting the number of deviations per run or route.
- Deviations must be open to all passengers' not just people with disabilities. All marketing materials must indicate deviations are open to the general public.
- All route deviations completed by transportation provider should be documented (example driver manifest) and kept on file.

All marketing materials (system brochures, web pages and bus schedules) should have the correct route descriptions, removing any reference to **modified** fixed service.

QUESTIONS REGARDING DEVIATION SERVICES

QUESTION ONE: If I run a route deviation service is there a prescribed distance that I must by law deviate?

No Although many route deviation services will go three-quarters of a mile off route because that is the distance that a complementary paratransit service would serve there is no prescribed distance in the law.

QUESTION TWO: If I go off the route too many times I will fall behind in my schedule. Can I limit the number of deviations I make on any one run?

No The issue of how to keep on schedule if one is going to deviate can be a complex one. Most operators need to re-examine their schedule and build extra time into the route. If it is found there are many deviations requests for one time-point or stop the operator may want to consider "revising" their route to meet this need.

QUESTION THREE: I offer route deviation but I only advertise the route deviation as a service available to persons with disabilities. Is that alright to do or does route deviations have to be open to the general public?

No If you run a route deviation service then you **must** deviate for any member of the general public who requests service. If you restrict route deviation to just persons with disabilities it is viewed by the FTA as an effort to satisfy the complementary paratransit service requirements and you must then all the requirements of an ADA complementary service.

QUESTION FOUR: Are there exceptions to these rules?

Yes Several types of service do not have to comply with the ADA complementary paratransit service requirements. In general the types of services that do not have to address the issues discussed in this letter are; 1) shuttle bus services operated by public airports, 2) fixed routes operated by public universities, 3) dedicated bus service to commuter rail systems which are available only to users of the rail system and which have through ticketing arrangements, and 4) commuter bus service.

APPENDIX 3

FTA JARC History

The Federal Transit Administration (FTA) Job Access Reverse Commute (JARC) program aimed to break down barriers to employment opportunities for low income persons. The goal of JARC was to improve access to transportation services to employment and employment-related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and non-urbanized areas to suburban employment opportunities. Toward this goal, the Federal Transit Administration provided financial assistance for transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals, and of reverse commuters regardless of income.

JARC was established in 1999 as part of the Transportation Enhancement Act (TEA–21) with funds allocated as "earmarks" to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to get and keep jobs. With many new entry-level jobs located in suburban areas, low-income and/or welfare recipients have found it difficult to access these jobs from their inner city, urban and rural neighborhoods on a daily basis. Many entry-level jobs require working late at night or on weekends when conventional transit services in many communities are either reduced or non-existent. Also, many employment-related trips are complex for low-income persons, often involving multiple destinations, including reaching childcare facilities and other services as part of the work trip.

In FFY 2006 the JARC program was reauthorized under the provisions set forth in the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA–LU), enacted on August 10, 2005. JARC funding under SAFETEA-LU was allocated nationwide by "formula" and in NJ the amount was approximately 50% less than funding received under the TEA-21 earmarks. As a consequence of reduced funding statewide since FFY2006, continuation of successful JARC funded services through operating funding became a priority for the New Jersey program.

In 2012 with the enactment of the Moving Ahead for Progress in the 21st Century (MAP-21), the federal JARC program no longer existed as a separate funding source. NJ TRANSIT has chosen to continue the program in New Jersey as a state funded program called NJ-JARC. NJ-JARC began July 1, 2015, due to limited funding availability, the 50% match will continue to be required and priority is given to the continuation of existing successful JARC projects.

G-6

RESOLUTION AUTHORIZING VARIOUS AMENDMENTS TO INCREASE AND DECREASE CONTRACTS FOR HUMAN SERVICES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, the County awarded Contracts on February 3, 2016, per RFP# 016-014 to providers for various programs and services for the residents of Gloucester County; and

WHEREAS, the Contracts were awarded for a term from January 1, 2016 to December 31, 2018; and

WHEREAS, the County has determined a decrease is necessary of $9,600.00 to the Contract with Maryville, Inc. due to changes in state funding, resulting in an amount not to exceed $193,700.00; and

WHEREAS, the County has determined a decrease is necessary of $10,448.00 to the Contract with SODAT of NJ, Inc. due to changes in state funding, resulting in an amount not to exceed $18,025.00; and

WHEREAS, the County has determined a decrease is necessary of $7,000.00 to the Contract with Center for Family Services, Inc. due to changes in state funding, resulting in an amount not to exceed $41,000.00; and

WHEREAS, the County has determined an increase is necessary of $5,000.00 to the Contract with New Hope Foundation, Inc. due to changes in state funding, resulting in an amount not to exceed $33,650.00; and

AND WHEREAS, amendments to the contracts are necessary due to additional contract information that is required as per NJDHS.

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

WHEREAS, all other terms and provisions of the original Contract that have not been amended herein shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and id hereby authorized to attest to the following Contract amendments: a decrease to the Contract with Maryville, Inc. by $9,600.00 for an amount not to exceed $193,700.00 from January 1, 2018 to December 31, 2018; a decrease to the Contract with SODAT of NJ, Inc. by $10,448.00 for an amount not to exceed $18,025.00 from January 1, 2018 to December 31, 2018; a decrease to the Contract with Center for Family Services, Inc. by $7,000.00 for an amount not to exceed $41,000.00 from January 1, 2018 to December 31, 2018; and an increase to the Contract with New Hope Foundation, Inc. by $5,000.00 for an amount not to exceed $33,650.00 from January 1, 2018 to December 31, 2018; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday March 28, 2018 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

AMENDMENT TO CONTRACT BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the **3rd** day of **February, 2016** (Per RFP #016-014), by and between Maryville Inc. and the County of Gloucester.

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

> **The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will decrease the maximum contract amount by $7,000.00, resulting in a maximum contract amount of $41,000.00, from January 1, 2018 to December 31, 2018.**
>
> **This amendment will also include additional contract information as per NJDHAS requirements as follows in Attachment C.**

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

THIS AMENDMENT is effective as of the **21st** day of **March, 2018.**

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

_____
RICHARD STAGLIANO,
PRESIDENT

3/6/18

ATTACHMENT C
aka NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: 18-530-ADA-0

ATTACHMENT C -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION
REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment C is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now our Attachment C) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

ANNEX A- For County Contract And Subcontractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

Section I: Requirements of the County Authority

Not Applicable: Section I- A. "General Requirements" Through Section D, "Additional Requirements of the County…"- not applicable to Subcontracting.

The following is applicable to Subcontractees:
Section E

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E.- #s 2 and 3. – Not Applicable to Subcontracts

AMENDMENT TO CONTRACT BETWEEN
MARYVILLE, INC.
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the **3rd** day of **February, 2016** (Per RFP #016-014), by and between Maryville Inc. and the County of Gloucester.

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

> **The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will decrease the maximum contract amount by $9,600.00, resulting in a maximum contract amount of $193,700.00, from January 1, 2018 to December 31, 2018.**
>
> **This amendment will also include additional contract information as per NJDHAS requirements as follows in Attachment C.**

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

THIS AMENDMENT is effective as of the **21st** day of **March, 2018.**

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

MARYVILLE, INC.

_____
KENDRIA MCWILLIAMS,
EXECUTIVE DIRECTOR

3/6/18

ATTACHMENT C
aka NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: 18-530-ADA-0

ATTACHMENT C -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION
REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment C is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now our Attachment C) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

ANNEX A- Fór County Contract And Subcontractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

Section I: Requirements of the County Authority

Not Applicable: Section I- A. "General Requirements" Through Section D, "Additional Requirements of the County…"- not applicable to Subcontracting.

The following is applicable to Subcontractees:
Section E

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E.- #s 2 and 3. – Not Applicable to Subcontracts

AMENDMENT TO CONTRACT BETWEEN
NEW HOPE FOUNDATION, INC.
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the 3rd day of **February, 2016** (Per RFP #016-014), by and between Maryville Inc. and the County of Gloucester.

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

> **The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by $5,000.00, resulting in a maximum contract amount of $33,650.00, from January 1, 2018 to December 31, 2018.**
>
> **This amendment will also include additional contract information as per NJDHAS requirements as follows in Attachment C.**

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

THIS AMENDMENT is effective as of the **21st** day of **March, 2018.**

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

NEW HOPE FOUNDATION, INC.

DAVID RODEN,
VICE PRESIDENT & COO

ATTACHMENT C
aka NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: 18-530-ADA-0

ATTACHMENT C -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment C is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now our Attachment C) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

ANNEX A- For County Contract And Subcontractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

Section I: Requirements of the County Authority

Not Applicable: Section I- A. "General Requirements" Through Section D, "Additional Requirements of the County…"- not applicable to Subcontracting.

The following is applicable to Subcontractees:
Section E

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E.- #s 2 and 3. – Not Applicable to Subcontracts

AMENDMENT TO CONTRACT BETWEEN
SODAT OF NJ, INC.
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the 3rd day of **February, 2016** (Per RFP #016-014), by and between Maryville Inc. and the County of Gloucester.

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

> **The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will decrease the maximum contract amount by $10,448.00, resulting in a maximum contract amount of $18,025.00, from January 1, 2018 to December 31, 2018.**
>
> **This amendment will also include additional contract information as per NJDHAS requirements as follows in Attachment C.**

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

THIS AMENDMENT is effective as of the 21st day of **March, 2018.**

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

SODAT OF NJ, INC.

DONNA M. G. EMMA,
CHIEF ADMINISTRATIVE OFFICER

3/6/18

ATTACHMENT C
aka NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: 18-530-ADA-0

ATTACHMENT C -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment C is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now our Attachment C) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

ANNEX A- For County Contract And Subcontractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

Section I; Requirements of the County Authority

Not Applicable: Section I- A. "General Requirements" Through Section D, "Additional Requirements of the County…"- not applicable to Subcontracting.

The following is applicable to Subcontractees:
Section E

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E.- #s 2 and 3. – Not Applicable to Subcontracts

AMENDMENT TO CONTRACT BETWEEN
THE WOUNDED HEALER, INC.
DBA MY FRIEND'S HOUSE
AND
COUNTY OF GLOUCESTER

THIS is an amendment to a contract entered into on the **3rd** day of **February, 2016** (Per RFP #016-014), by and between Maryville Inc. and the County of Gloucester.

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

This amendment will amend additional contract information as per NJDHAS requirements as follows in Attachment C.

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

THIS AMENDMENT is effective as of the **21st** day of **March, 2018.**

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

THE WOUNDED HEALER DBA
MY FRIEND'S HOUSE

_____
By:
Title:

3/6/18

ATTACHMENT C
aka NJDMHAS' ANNEX A
for Gloucester County Department of Human Services
NJDMHAS/Gloucester County Contract Number: 18-530-ADA-0

ATTACHMENT C -TO GLOUCESTER COUNTY AGENCY CONTRACTS

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES

NOTE: Attachment C is meant for your information to know our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County's Addiction's Office Services Funding. NJ DMHAS's Annex A (now our Attachment C) contain the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding.

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

ANNEX A- For County Contract And Subcontractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties…pursuant to the formula set forth in section 5 of this [1983] act…to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

Section I: Requirements of the County Authority

Not Applicable: Section I- A. "General Requirements" Through Section D, "Additional Requirements of the County…"- not applicable to Subcontracting.

The following is applicable to Subcontractees:
Section E

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

Section E.- #s 2 and 3. – Not Applicable to Subcontracts

G-7

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY FOR THE PROVISION OF HEALTH OFFICER SERVICES FROM MARCH 1, 2018 TO DECEMBER 31, 2018

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs and the County has personnel with expertise that could be effectively shared with other governmental entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:54-1 et seq., specifically authorizes the County and governmental entities to enter into Shared Services Agreements with other governmental entities; and

WHEREAS, the County and Atlantic City wish to enter into such a Shared Services Agreement for the provision of a Health Officer to provide services to the Atlantic City Department of Health; and

WHEREAS, Atlantic City shall pay the County $2,621.19 a month until December 31, 2018, therefore a Certificate of Availability of Funds has not been issued by the County.

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 and directed to execute and the Clerk of the Board is authorized to attest to the execution of a Shared Services Agreement with Atlantic City for the provision of Health Officer Services from March 1, 2018 to December 31, 2018; and

BE IT FURTHER RESOLVED, that the Administrator of the County and the County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution. As the Appointing Authority, the County Administrator is authorized and directed to undertake all actions necessary to effectuate the provisions of this Shared Services Agreement; and

BE IT FURTHER RESOLVED, that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Shared Services Agreement for the aforementioned purpose.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 28, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK

A9616
TC

Clerk's copy

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

ATLANTIC CITY, NEW JERSEY

FOR THE PROVISION OF HEALTH OFFICER SERVICES

FOR THE PERIOD BEGINNING MARCH 1, 2018 AND CONCLUDING DECEMBER 31, 2018

Dated: MARCH 01, 2018

SHARED SERVICES AGREEMENT

1st **THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), is effective this _____ day of MARCH, 2018, and is made by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester"), and Atlantic City, a body politic and corporate of the State of New Jersey ("City").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096; and

WHEREAS, Atlantic City ("City") is a body politic and corporate of the State of New Jersey with main offices located at 1301 Bacharach Blvd., Atlantic City, NJ 08401; and

WHEREAS, County and City would like to enter into a Shared Services Agreement for the provision by Gloucester of Health Officer services on behalf of City; and

WHEREAS, County and City wish to enter into a Shared Services Agreement providing for similar services to be provided and further providing for certain terms and conditions to the performance by County and City; and

WHEREAS, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and,

WHEREAS, N.J.S.A. 26:1A-1, et seq. authorizes the maintenance and administration of the Public Health Officer on a cooperative basis.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the maintenance and administration of a duly licensed Health Officer, on a cooperative basis by County and City, to carry out within the jurisdiction of City, a program to meet "Public health Practice Standards for Local Boards of Health in New Jersey", pursuant to New Jersey Administrative Code, Title 8, Chapter 52 as prescribed by the Public Health Council of the New Jersey Department of Health & Senior Services under the authority of N.J.S.A. 26: 1A-1, et seq.. The parties acknowledge that County will also enter into a separate Shared Services Agreement made by and between County and City for the provision of similar services.

B. DESCRIPTION OF SERVICES.

1. County shall provide a Health Officer, and City shall designate the County Health Officer of Gloucester, as its Health Officer. The said Health Officer shall be the enforcement agent of City for its Ordinances, Sanitary laws of the State of New Jersey and Environmental Laws of the State of New Jersey. The Health Officer shall report to the Director of Health in County and City. The Director of Health will be responsible for policy, programs, administration, budgeting and staff.

2. City shall pay County a negotiated annual amount for Health Officer services, including salary and benefit costs for the Gloucester Health Officer on a quarterly basis. County will bill City quarterly for the Health Officer's services. Future pay increases, benefit costs and other benefits (i.e.: vacation, sick time and administrative leave) will be determined by County with notice to City. Actual benefit costs will vary from year to year and costs will be shared between County and City on an equal basis.

3. The Health Officer shall possess a New Jersey License, and shall be available twenty-four (24) hours per day, seven (7) days a week as needed by City.

4. City shall be an applicant and recipient, as requested by the State of New Jersey, of any State Aid or other resources to which City has entitlement. The Health Officer in conjunction with the Director is to provide approval and oversight of all state grants and funds.

5. County shall provide the services of the Health Officer specified herein from March 1, 2018 to December 31, 2018.

6. City shall provide an office for the exclusive use of the Health Officer.

7. City shall exercise its power to pass, alter, or amend its health ordinances by adopting those codes, rules or regulations required to meet Public Health Practice Standards designated by the New Jersey Public Health Council of the New Jersey Department of Health & Senior Services. Such ordinances shall remain in effect during the period of this contract.

8. Under this agreement, the Health Officer of Gloucester, is the general agent of City, and such agent shall have full powers of performance and maintenance of the services contracted for and authority to undertake any ancillary operation reasonably necessary to carry out the duties, of Health Officer, including all powers of enforcement and administrative regulation which are or may be exercised by City, except as such powers are limited by the terms of this agreement itself, and except that no contracting party shall be liable for any part or share of the cost of acquiring, constructing, or maintaining any capital facility acquired or constructed by an agent party unless such part or share is provided for in this agreement or in an amendment thereto which shall have been satisfied by the parties hereto in the manner provided in N.J.S.A. 40:8 A–1,et seq., for

entering into an agreement.

9. County and City presently maintain separate health staff to meet all statutory and regulatory obligations for the operation of the office. The Health Officer will coordinate required program activities with each jurisdiction and their respective employees. County and City shall maintain an annual operational budget, approved by each jurisdiction's Board of Chosen Freeholders to maintain respective operations.

10. In order to monitor the terms of this agreement, retain oversight of all Health requirements and activities, facilitate solutions of common problems and to explore other possible shared services relating to Health Department activities, the Health Officer will meet with designated representatives of County and City to ensure continuity of operations exist, various needs are met, and future needs and recommendations are considered, at least once a year. Minutes shall be taken and recorded.

11. This agreement is to be approved by the directive of Timothy J. Cunningham, Director of Division of Local Government Services, New Jersey Department of Community Affairs, and as authorized under the Municipal Stabilization & Recovery Act ("MSRA"), N.J.S.A. 52:27BBBB-1, et seq.

C. CITY OBLIGATIONS.

1. City shall pay County $2,621.19 a month until December 31, 2018.

2. In addition to the compensation described in paragraph C. 1, above, City shall reimburse County for any portion of any demonstrable increase in insurance premiums, which might avail. The amount of the payment requested in the form of reimbursement shall be calculated by County and provided to City with appropriate supporting documentation. City will make payment of the reimbursement amount within ninety (90) days of receipt of the documentation.

3. The City shall reimburse the County for travel expenses incurred by the Health Officer, including tolls and standard mileage at a rate of $0.545 per mile when a County car is not available for use. This rate is set by the Internal Revenue Service and will change as announced.

4. Nothing contained herein shall be construed as altering in any way the legal obligation of City, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving City. In the event that any claim shall be brought against the Health Officer from matters occurring in City, then City shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

D. TERM.

This Agreement shall commence on March 1, 2018 and conclude December 31, 2018. Either party may terminate this agreement upon one hundred and twenty (120) days written notice to the other.

E. INSURANCE AND INDEMNIFICATION.

County and City shall each maintain policies of liability insurance providing coverage for claims against the Health Officer. County's policy shall name City as an additional insured; City's policy shall name County as an additional insured.

County and City shall defend, indemnify and hold harmless the other, its officers, agents and employees from any and all claims, suits, actions, damages or costs of any nature whatsoever whether for personal injury, property damage or other liability arising out of or in response of the Health Officer's actions.

County and City shall defend, indemnify and hold harmless the other, its officers agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever whether for personal injury, property damage or other liability, arising out of or in any way connected with the County's or City's acts or omissions in connection with this agreement.

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend County, City and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

County and City agree as follows:

(i) County shall give an authorized City representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and City shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) County shall not, without the prior written consent of City, adjust, settle or compromise any such claim, suit or action with respect to the Office, and City shall not, without the prior written consent of County, adjust, settle or compromise any such claim, suit or action with respect to the Office.

F. REPORT OF SERVICES.

Upon request, the Health Officer shall provide a written report every six (6) months detailing the activities and services performed for City. Said report shall be provided to City in a timely fashion, at the address specified herein.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by County to City, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation and activities related to a New Jersey State licensed Health Officer on a cooperative basis.

Neither County nor City intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations pursuant to the Agreement.

H. **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. **NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either County or City, in his or her individual capacity, and neither the officers, agents or employees of either County or City nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. **MISCELLANEOUS.**

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon County, City and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

5. **Further Assurances and Corrective Instruments.** City and County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Office or to correct any inconsistent or ambiguous term hereof.

6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be deemed to be effective as of MARCH 01, 2018, which date shall be considered the commencement date of this Agreement.

ATTEST:

LAURIE J. BURNS, CLERK

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Paula Geletei

PAULA GELETEI, CITY CLERK

ATLANTIC CITY

TIMOTHY J. CUNNINGHAM, DIRECTOR DEPARTMENT OF COMMUNITY AFFAIRS