

AGENDA

6:30 p.m. Wednesday, May 16, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 2, 2018.

P-1 Proclamation recognizing May as mental health awareness month **(to be presented)** (Jefferson)

P-2 Proclamation recognizing the week of May 20, 2018 through May 26, 2018 as Emergency Medical Services Week **(to be presented)** (Chila)

P-3 Proclamation in recognition of Dina L. Zawadski on her professional career.(previously presented) (Chila)

P-4 Proclamation recognizing April as Child Abuse Prevention Month (previously presented) (Christy)

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 AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2018.

The Treasurer of Gloucester County submits the bill list for May 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-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- SPECIAL CHILD HEALTH – CASE MANAGEMENT - \$175,234.00 - This grant will allow the Special Child Health Unit of the County's Division of Health Services to provide Case Management services for children from birth to age 21 who have special health and developmental needs.
- DISTRACTED DRIVING CRACKDOWN - \$66,000.00 - This grant provides funding for municipal officer overtime and decreases the impact of traffic services on municipal budgets by conducting distracted driving enforcement details and activities throughout the County at predetermined high crash and high driver distraction locations.
- PREVENTION SERVICES - \$300,000.00 - This grant will provide funding for emergency food, prevention, case management and family preservation services to at-risk residents of Gloucester County.
- ACCESS TO REPRODUCTIVE CARE AND HIV SERVICES (ARCH) - \$125,000.00 - This program is dedicated to reducing the spread of HIV/AIDS and other infectious diseases by offering drug treatment assessment, education and preventive services and community partner linkages for individuals in the community, including pregnant women at high risk for HIV and STD's.
- LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS - \$280,803.00 - This grant will provide funding to enhance the County's capabilities as an emergency ready public health department by upgrading, integrating and evaluating local public health jurisdictions preparedness and responses.
- GLOUCESTER COUNTY MUNICIPAL ALLIANCE PROGRAM - \$391,915.00 - The purpose of this grant is to provide funding for the County Municipal Alliance Substance Abuse Prevention programs throughout the County. Funding is also designated towards the salary of the County Municipal Alliance Coordinator.
- VETERANS TRANSPORTATION - \$30,000.00 - These funds will be used to provide paratransit type services to eligible Veterans for scheduled appointments to the VA hospitals in Philadelphia, Elsmere, Delaware and Sewell, NJ.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM MAY 16, 2018 TO MAY 15, 2019 FOR \$26,750.00.

This Resolution authorizes a contract with Pino Consulting Group, Inc., for the provision of a county-wide Central Service Indirect Cost Plan for actual cost for year end December 31, 2017 for \$26,750.00 as per RFP-18-024. CAF #18-03519 has been obtained to certify funds.

A-4 RESOLUTION REAPPOINTING LAURIE J. BURNS AS CLERK OF THE BOARD OF CHOSEN FREEHOLDERS.

This Resolution will reappoint Laurie J. Burns as the Clerk of the Board of Chosen Freeholders for a term of three (3) years from June 1, 2018 to May 31, 2021, pursuant to N.J.S.A. 40A:9-26.

A-5 RESOLUTION ESTABLISHING OPERATING PROCEDURES FOR CERTAIN COUNTY BOARDS, COUNCILS AND COMMISSIONS.

The Gloucester County Board of Chosen Freeholders has created a variety of county-based planning, advisory, and advocacy boards and councils dedicated to assist and enhance the delivery of services to the local community often through collaborative relationships within our county, and among private and state agencies. In an effort to establish uniformity in governance, Operating Procedures are being adopted in lieu of by laws for the Commission for Women, Disabilities Advisory Council, Local Citizens Transportation Advisory Committee, Parks & Golf Advisory Council, and the Senior Services Advisory Council.

A-6 RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2018 TO MARCH 26, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

This Resolution will authorize a contract with Johnson Controls Security Solutions, LLC (*f/k/a* Tyco Integrated Security, LLC) for maintenance on the County Security Access Control System in various County buildings from March 27, 2018 to March 26, 2019 in an amount not to exceed \$50,000.00.

A-7 RESOLUTION INCREASING THE PURCHASE AMOUNT BY \$325,000.00 FOR COMPUTER EQUIPMENT AND SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACTS FROM JUNE 13, 2017 TO JUNE 12, 2018 FOR A NEW AMOUNT NOT TO EXCEED \$575,000.00.

By Resolution adopted June 7, 2017 the purchase of computer equipment and related services from Software House International, Corp. was authorized in an amount not to exceed \$250,000.00 from June 13, 2017 to June 12, 2018. This Resolution will authorize an increase of \$325,000.00 for the purchase of additional computer equipment needed by the County for a new total amount not to exceed \$575,000.00 through State Contract numbers A89851, A89980, A40166, A87720, A40121 and A89978.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH ICS CORPORATION FROM MAY 16, 2018 TO MAY 15, 2019, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

Resolution authorizing the execution of a contract with ICS Corporation for services in the mailing of sample ballots for the Primary, General, Special, and all School Board Elections, from May 16, 2018 to May 15, 2019, in an amount not to exceed \$38,000.00. The services to be performed are election expenses and is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1). 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 will not make a disqualifying contribution during the term of the contract.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE ROWAN UNIVERSITY US ROUTE 322 BYPASS STUDY.

This Resolution will authorize a two-year Funding Agreement with NJDOT in an amount up to \$1,000,000.00 in FY 2018 and FY 2019 for reimbursement by the State of actual costs in performing the Study and completion of the Concept Development Report relative to the Rowan University US Route 322 Bypass Study for the Concept Development Phase from Route 55 to Route 47, known as Engineering Project #14-08.

C-2 RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE I-295 AND CENTER SQUARE ROAD IN LOGAN TOWNSHIP OVERPASS WIDENING AND RECONSTRUCTION STUDY.

This Resolution will authorize a Funding Agreement with NJDOT in an amount up to \$500,000.00 in FY 2018 for reimbursement by the State of actual costs in performing the Study and completion of the Concept Development Report relative to the I-295 and Center Square Road in Logan Township Overpass Widening and Reconstruction Study, known as Engineering Project #18-10SA.

C-3 RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. COMMENCING MAY 16, 2018 IN AN AMOUNT NOT TO EXCEED \$200,000.00.

This Resolution will authorize a contract modification with Adams, Rehmann & Heggan Associates, Inc. for continuation of engineering and environmental services regarding the Glover Street Building soil remediation project (Engineering Project #16-16) and will increase the contract in an amount not to exceed \$200,000.00.

C-4 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR \$529,333.77.

This Resolution authorizes a contract with Zone Striping, Inc. for the "2018 Countywide State Aid Roadway Safety Project", bid as Engineering Project #18-08SA, for \$529,333.77. The Project consists of installation of raised pavement markers, flexible delineators, guiderail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, etc. within the County's jurisdictional limits. The Project will commence after the Notice to Proceed date and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9). This project is 100% State Aid Funded. CAF #18-03714 has been obtained to certify funds.

C-5 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$537,975.00.

This Resolution will authorize a contract with South State, Inc. for the "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project" in various locations throughout Gloucester County, bid as Engineering Project #18-03SA, for \$537,975.00. The Project will commence after the Notice to Proceed date and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9). This project is 100% State Aid Funded. CAF #18-03715 has been obtained to certify funds.

C-6 RESOLUTION AUTHORIZING THE PURCHASE OF FIVE (5) 2018 VEHICLES FROM HERTRICH FLEET SERVICES, INC. FOR A TOTAL AMOUNT OF \$133,573.00.

This Resolution authorizes the purchase of five (5) 2018 vehicles from Hertrich Fleet Services, Inc., for a total amount of \$133,573.00. CAF Numbers #18-03455, #18-03456, #18-03643 #18-03717 and #18-03750 were obtained to certify funds.

- (1) Chevrolet Impala LS for \$20,684.00 through State Contract A86922;
- (2) Dodge Journey FWD SE for \$17,999.00 through State Contract A86922;
- (3) Ford Explorer 4WD for \$27,953.00 as per PD-18-026;
- (4) Ford SUV Police Interceptor AWD for \$36,260.00 as per PD-18-029; and,
- (5) Ford Escape SE 4WD (\$21,910.00) with delivery concepts oven model #3H100LP Insert Series (\$8,767.00) for a total of \$30,677.00 as per PD-18-031.

C-7 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 VEHICLES FROM MALL CHEVROLET, INC. FOR A TOTAL AMOUNT OF \$96,852.00.

This Resolution will authorize the purchase of two (2) 2018 vehicles from Mall Chevrolet, Inc., for a total amount of \$96,852.00. CAF Nos. #18-03642 and #18-03716 were obtained to certify funds.

- (1) Chevy Silverado 2500 HD, 4WD double cab wheelbase 158.1 with a Swab Animal Control Unit Model #ARF-95 with option E floor plan for \$54,400.00 as per PD-18-024; and
- (2) Chevy Express 2500 Extended Van for \$42,452.00 as per PD-18-028.

C-8 RESOLUTION AUTHORIZING THE PURCHASE OF A 2018 FORD EXPLORER FROM BEYER FORD FOR \$26,773.00.

This Resolution authorizes the purchase of a 2018 Ford Explorer 4WD, four-door base as per PD-18-025 from Beyer Ford for \$26,773.00. CAF No. #18-03644 was obtained to certify funds.

C-9 RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2018 SPORT UTILITY VEHICLES FROM DAY FORD, INC. FOR A TOTAL AMOUNT OF \$101,997.00.

This Resolution authorizes the purchase of three (3) 2018 Ford SUV Police Interceptors, AWD with spot lamp on driver's side door and RX27002 LED light bar as per PD-18-030 from Day Ford, Inc. for a total amount of \$101,997.00 (\$33,999.00 each). CAF Number #18-03749, was obtained to certify funds.

C-10 RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR PUBLIC FACILITIES IMPROVEMENTS IN THE BOROUGH OF PAULSBORO USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MAY 16, 2018 TO MAY 15, 2019.

This Resolution authorizes the execution of a Subrecipient Agreement with the Gloucester County Improvement Authority for the demolition and clearance of seven (7) structures and for lots for future affordable housing and/or other CDBG eligible activities in the amount of \$120,000.00, which amount shall be charged against line item G-02-16-155-000-21225. C.A.F. # 18-03788 has been obtained to certify funds.

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**

F-1 RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH ATLANTIC COUNTY FOR USE OF A PISTOL RANGE FACILITY.

This Resolution will authorize a Memorandum of Understanding with Atlantic County for use of a pistol range facility for training and qualification of County law enforcement personnel who carry firearms from the Gloucester County Prosecutor’s Office, including those who serve on the County Special Weapons & Tactics Team (“SWAT”), from July 1, 2018 to June 30, 2019.

F-2 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR, MATERIALS AND INSTALLATION OF CARPET/FLOORING FROM COMMERCIAL INTERIORS DIRECT, INC., THROUGH STATE CONTRACT FROM MAY 17, 2018 TO MAY 16, 2019 FOR AN AMOUNT NOT TO EXCEED \$120,000.00.

This Resolution authorizes the purchase of labor, materials and installation of carpet/flooring for various County buildings from Commercial Interiors Direct, Inc., 1 South Corporate Drive, 2nd Floor, Riverdale NJ. Such purchase to be made through the use of State Contract # A81755 with Commercial Interiors as Vendor for estimated units of service from May 17, 2018 to May 16, 2019 in an amount not to exceed \$120,000.00.

F-3 RESOLUTION AUTHORIZING RENEWAL OF LEASE AGREEMENT WITH MACERICH DEPTFORD, LLC FOR COUNTY STORE PREMISES LOCATED AT DEPTFORD MALL, FROM AUGUST 1, 2018 TO JULY 31, 2023.

This Resolution authorizes renewal of the existing lease agreement with Macerich Deptford LLC, for the County Store facility at the Deptford Mall. This lease renewal is for a five (5) year period from August 1, 2018 to July 31, 2023. Effective August 1, 2018, the monthly rent is \$4,010.42, plus utilities; with annual increases of three (3) percent, effective the 1st day of January 2019, and each January 1st thereafter for the term of the lease.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A “MINI GRANT” OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2018 TO SEPTEMBER 30, 2018.

This Resolution authorizes an application to the New Jersey Department of Human Services, New Jersey Women, Infants and Children (WIC) Services for the Senior Farmers Market Voucher Program, in the amount of \$1,500.00 for the period June 1, 2018 to September 30, 2018. The funding will enable the Division of Senior Services to defray the costs of administering the Senior Farm Market Voucher Program, which provides Farm Market Vouchers to eligible seniors residing in the County.

G-2 RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT WITH ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE FOR CLINICAL TRAINING SERVICES FROM MAY 1, 2018 TO APRIL 30, 2019.

This Resolution formalizes the existing Memorandum of Understanding between the County and Rowan University School of Osteopathic Medicine for rotational training of medical students in the field of forensic medicine. This clinical training is observational in nature and takes place at the County's Office of the Medical Examiner in Woodbury, under the supervision of the Medical Examiner. Agreement is for a one (1) year period with automatic renewal for successive one (1) year periods, unless terminated by either party with ninety (90) days prior notice.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, May 2, 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 –**One change to Agenda item E-3. The name of the Company in which we are entering a contract with has changed from Main Attractions to Sconda Canvas Products, Inc. D/B/A Main Attractions and the term of the warranty changed from one year to five years.**

Approval of the regular meeting minutes from April 18, 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

Certification to be presented to Paulsboro High School senior, Britney Williams, the Gloucester County Commission for Women and Healthy Choices Committee's Overall 1st Place winner of the Fetal Alcohol Syndrome Disorders prevention poster contest for 2018. **(presented)** (Jefferson)

51153 Proclamation honoring Rafael Muniz with the "Rick Zammer Hall of Fame Award-2018" (previously presented) (Simmons)

51154 Proclamation recognizing Williamstown Sunrise Rotary Club on the dedication and grand opening of the community-built accessible playground at Mary Duffy Field (previously presented) (Simmons)

51155 Proclamation celebrating Era David Young Realty - Anne Young 40th Anniversary in Business 1978-2018 (previously presented) (Simmons)

51156 Proclamation in honor of Parent-to-Parent Inc., 20th Anniversary Celebration, March 22, 2018 (previously presented) (Jefferson)

51157 Proclamation recognizing March 2018 as Developmental Disabilities Awareness Month (previously presented) (Jefferson)

51158 Proclamation recognizing April 2018 as Sexual Assault Awareness Month (previously presented) (Jefferson)

PUBLIC HEARING

51159 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS TO THE INCLUSION OF COMPUCOM SYSTEMS, INC., BLOCK 346.10, LOT 1, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS "D" RECYCLING FACILITY.

This Resolution is to approve an amendment to the Gloucester County Solid Waste Management Plan to include CompuCom Systems, Inc. in the Plan. CompuCom System, Inc. proposes to operate a Class D recycling center for electronics recycling at the existing facility (Block 346.10, Lot 1), which is already a limited use exempt electronics facility pursuant to N.J.A.C. 7:26A-1.4(a)15. The proposal is to receive, store, process, and transfer source-separated electronic materials. The operation will be completely indoors and require no outdoor storage of materials. On April 5, 2018, the Gloucester County Solid Waste Advisory Committee voted to recommend approval of the application to permit inclusion of CompuCom Systems, Inc. into the Plan as a Class D Recycling Center.

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

PUBLIC HEARING

51160 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN TO AUTHORIZE THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO ENTER INTO A 10-YEAR RESOURCE RECOVERY FACILITY SERVICES CONTRACT IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE GLOUCESTER COUNTY SOLID WASTE ADVISORY COUNCIL.

The GCIA has previously awarded 10-year Resource Recovery Facility (RRF) service contracts in 1999 and 2009 to process its municipal solid waste and certain other waste types. The current RRF contract will expire on December 31, 2019, and the GCIA desires to enter into a new 10-year RRF contract in advance of the expiration date to ensure that the County continues to benefit from the RRF services without interruption. The Solid Waste Advisory Council (SWAC) considered Solid Waste Management Plan for Plan consistency and recommended approving the 10-Year RRF services contract with guidelines. The GCIA is requesting that the Gloucester County Solid Waste Management Plan be amended to authorize the GCIA to undertake the procurement process in accordance with the guidelines established by SWAC and in a non-discriminatory manner in accordance with the RRF service contracting requirements of the New Jersey Solid Waste Management Act.

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

**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**

51161 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	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**

51162 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO PHYSIO-CONTROL, INC., FOR \$28,591.20.

	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: _____

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51163 RESOLUTION AUTHORIZING EXECUTION OF TRAFFIC SIGNAL AGREEMENT TF-20-28 AND TRAFFIC SIGNAL TF-20-29 WITH THE TOWNSHIP OF WEST DEPTFORD AND NJ WEST DEPTFORD PROJECT, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A TRAFFIC SIGNAL AT MANTUA GROVE ROAD (COUNTY ROUTE 656) INTERSECTION WITH THE WEST AND EAST DRIVEWAYS.

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

Comments: N/A

51164 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 FORD FUSIONS FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$34,800.00.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

51165 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ROBERT B. PAVLOVSKI AND ELIZABETH A. PAVLOVSKI FOR \$105,554.25.

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

Comments: N/A

51166 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND PARTICIPATING MUNICIPALITIES TO PROVIDE ENTERTAINMENT AT VARIOUS LOCATIONS.

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

Comments: N/A

51167 RESOLUTION AUTHORIZING A CONTRACT WITH SCONDA CANVAS PRODUCTS, INC. D/B/A MAIN ATTRACTIONS COMMENCING MAY 2, 2018 FOR \$115,668.00.

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

Comments: _____

51168 RESOLUTION APPROVING A CONCESSIONAIRE CONTRACT WITH BOGEY'S CAFÉ & CLUB, LLC FROM JULY 1, 2018 TO JUNE 30, 2023 AND PROVIDING FOR CERTAIN PAYMENTS AND REIMBURSEMENTS TO THE COUNTY.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

51169 RESOLUTION AUTHORIZING TRAINING AND INSTRUCTION BY THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC. d/b/a THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT THROUGH STATE CONTRACT FROM JUNE 18, 2018 TO JUNE 22, 2018 FOR \$13,500.00.

	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

51170 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 FOR \$53,450.00.

	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

51171 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT AND SATURATION PATROLS GRANT FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 FOR \$130,000.00.

	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

51172 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE CLICK IT OR TICKET GRANT FROM MAY 1, 2019 THROUGH JUNE 30, 2019 FOR \$40,000.00.

	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

51173 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY AND ACCEPTANCE OF THE DISTRACTED DRIVING CRACKDOWN GRANT FOR \$66,000.00 FROM APRIL 1, 2019 TO APRIL 30, 2019.

	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**

51174 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE ANNUALLY AWARDED RIGHT TO KNOW GRANT FOR AN AMOUNT NOT TO EXCEED \$10,798.00 FROM JULY 1, 2018 TO JUNE 30, 2019.

	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

51175 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR A LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FOR \$280,803.00 FROM JULY 1, 2018 TO JUNE 30, 2019.

	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

51176 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2018 TO DECEMBER 31, 2018 FOR AN AMOUNT NOT TO EXCEED \$24,803.00.

	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

51177 RESOLUTION AUTHORIZING THE APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$300,000.00 FROM JUNE 1, 2018 TO MAY 31, 2019.

	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

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: Robert Horvay of Harrison Township addressed the freeholders regarding several issues concerning the Little Red School House in East Greenwich Township. He was pleased the County fixed the potholes out front of the property on Harmony Road. He inquired as to what the Freeholders do and what departments each Freeholder oversees.

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: 6:58 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Dina L. Zawadski

WHEREAS, the Gloucester County Board of Chosen Freeholders is proud to acknowledge all that Dina L. Zawadski has accomplished in her professional career, at the MCANJ Annual Education Conference, "Shore to Catch the Educational Wave", in Atlantic City, NJ, on May 3, 2018; and

WHEREAS, Dina L. Zawadski began her career in local government in July, 1996 in her hometown of Deptford, NJ; and

WHEREAS, Dina L. Zawadski received her Registered Municipal Clerk designation in October, 2002 and was appointed as Municipal Clerk on January 1, 2003, where she continues to service the residents of Deptford Township; and

WHEREAS, Dina L. Zawadski has been a member of the Deptford Township Library Board for over 20 years and currently serves as the President of the Library Board; and

WHEREAS, Dina L. Zawadski serves on the Executive Board of the Municipal Clerks' Association of Gloucester County, where she has served for over 10 years, two years as their President, and the remaining years as their Vice President; and

WHEREAS, Dina L. Zawadski received her Certified Municipal Clerk designation in March, 2009; and

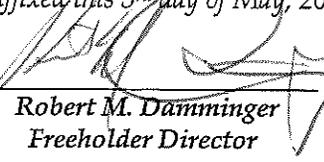
WHEREAS, on January 1, 2013, Dina L. Zawadski made the six-year commitment to serve on the Executive Board of the Municipal Clerks' Association of New Jersey (MCANJ), beginning as their Secretary, and continuing on as Treasurer, Second Vice President, First Vice President, and now President; and

WHEREAS, Dina L. Zawadski has proven to her Governing Body, the residents of Deptford Township, her fellow Clerks from Gloucester County and throughout the State of New Jersey, what a true leader looks like; and

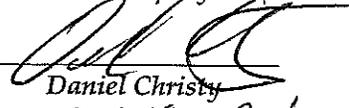
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby congratulate Dina L. Zawadski on her hard work, dedication and service to the Municipal Clerks' Association of New Jersey and all its members.

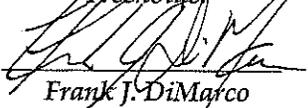
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of May, 2018.

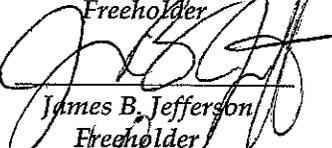

Giuseppe (Joe) Chila
Freeholder Deputy Director

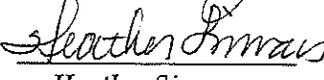

Robert M. Damming
Freeholder Director

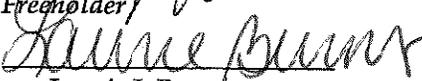

Lyman Barnes
Freeholder


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

RECOGNIZING CHILD ABUSE PREVENTION MONTH APRIL 2018

WHEREAS, we all have a responsibility, as individuals, neighbors, community members and citizens of GLOUCESTER COUNTY to help create healthy, safe and nurturing experiences for children; and

WHEREAS, safe and healthy childhoods help produce confident and successful adults; and

WHEREAS, child abuse and neglect often occurs when people find themselves in stressful situations, without community resources or coping skills; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

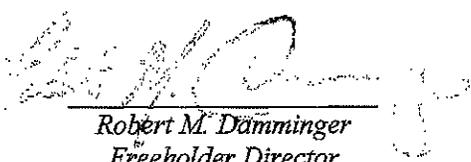
WHEREAS, child abuse and neglect can be reduced by ensuring that every family has the support and resources they need to raise their children in a healthy environment; and

WHEREAS, it is recognized that no one person can do everything, but that everyone can do something, and together we can create change for the better; and

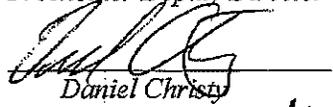
WHEREAS, effective prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies and the business community.

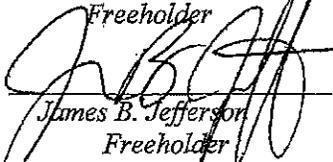
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim April as **Child Abuse Prevention Month** in Gloucester County and urge all residents and community organizations to recognize and support the needs of young children in our community.

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 25th day of April, 2018.

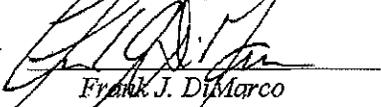

Robert M. Damminger
Freeholder Director

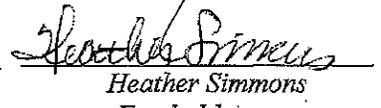

Giuseppe (Joe) Chila
Freeholder Deputy Director

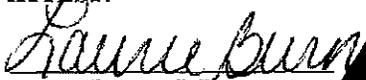

Daniel Christy
Freeholder

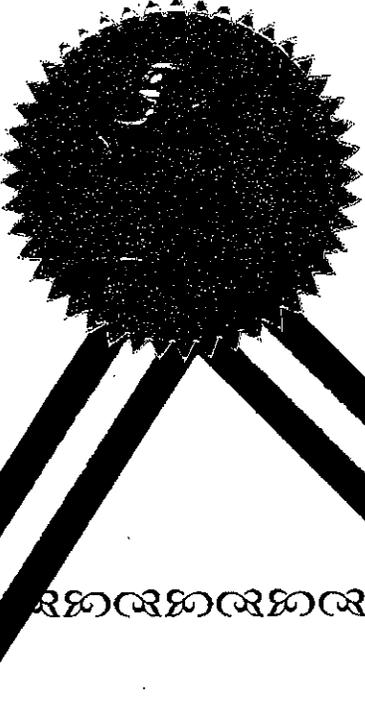

James B. Jefferson
Freeholder


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

ATTEST:

Laurie J. Burns
Clerk of the Board



A-1

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MAY 2018**

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 May 11, 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 May 11, 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 May 11, 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, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A 2

**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 **\$175,234.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Special Child Health – Case Management, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services Special Child Health – Case Management - Other Expenses;
- (2) The sum of **\$66,000.00**, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety Distracted Driving Crackdown, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety Distracted Driving Crackdown - Other Expenses;
- (3) The sum of **\$300,000.00**, which item is now available as a revenue from the State of New Jersey Department of Children and Families Prevention Services, to be appropriated under the caption of the State of New Jersey Department of Children and Families Prevention Services - Other Expenses;
- (4) The sum of **\$125,000.00**, which item is now available as a revenue from the State of New Jersey Department of Health Access to Reproductive Care and HIV Services (ARCH), to be appropriated under the caption of the State of New Jersey Department of Health Access to Reproductive Care and HIV Services (ARCH) - Other Expenses;
- (5) The sum of **\$280,803.00**, which item is now available as a revenue from the State of New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the State of New Jersey Department of Health and Senior Services Local Core Capacity for Public Health Emergency Preparedness - Other Expenses;
- (6) The sum of **\$391,915.00**, which item is now available as a revenue from the State of New Jersey Governor’s Council on Alcoholism and Drug Abuse Gloucester County Municipal Alliance Program, to be appropriated under the caption of the State of New Jersey Governor’s Council on Alcoholism and Drug Abuse Gloucester County Municipal Alliance Program - Other Expenses;
- (7) The sum of **\$30,000.00**, which item is now available as a revenue from the State of New Jersey Department of Military and Veterans Affairs Veterans Transportation, to be appropriated under the caption of the State of New Jersey Department of Military and Veterans Affairs Veterans Transportation - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION AUTHORIZING CONTRACT WITH PINO CONSULTING GROUP,
INC. FROM MAY 16, 2018 TO MAY 15, 2019 FOR \$26,750.00**

A3

WHEREAS, the County of Gloucester recognizes the need to develop a County-wide Central Service Indirect Cost Plan for actual cost for the year end December 31, 2017; and

WHEREAS, the County requested proposals, via RFP #018-024, 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 Pino Consulting Group, Inc., of 8 Snowbird Court, West Windsor, New Jersey 08550 was qualified to perform such services; and

WHEREAS, the compensation for the aforesaid services shall be for \$26,750.00 from May 16, 2018 to May 15, 2019; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$26,750.00 pursuant to CAF #18-03519, which amount shall be charged against budget line item 8-01-20-130-001-20215; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby authorized with Pino Consulting Group, Inc. for the development and preparation of a County-Wide Central Services Indirect Cost Plan from May 16, 2018 to May 15, 2019 for \$26,750.00; and, that the Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of the contract; 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, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

RESOLUTION REAPPOINTING LAURIE J. BURNS AS CLERK OF THE BOARD OF CHOSEN FREEHOLDERS

WHEREAS, N.J.S.A. 40A:9-26 mandates that the County shall appoint a Clerk of the Board of Chosen Freeholders for a term of three (3) years; and

WHEREAS, the current term of Laurie J. Burns as Clerk of the Board will expire on May 31, 2018; and

WHEREAS, it is in the best interest of the County to reappoint Laurie J. Burns to serve a three-year term from June 1, 2018 to May 31, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that **Laurie J. Burns** is hereby re-appointed as Clerk of the Board of Chosen Freeholders for a three-year term, from June 1, 2018 to May 31, 2021.

ADOPTED at regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 16, 2018 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-5

**RESOLUTION ESTABLISHING OPERATING PROCEDURES FOR CERTAIN
COUNTY BOARDS, COUNCILS AND COMMISSIONS**

WHEREAS, the Gloucester County Board of Chosen Freeholders has created a variety of county-based planning, advisory, and advocacy boards and councils dedicated to assist and enhance the delivery of services to the local community often through collaborative relationships within our county, and among private and state agencies; and

WHEREAS, in an effort to establish uniformity in governance, Operating Procedures are being adopted in lieu of individual by-laws for the:

- Commission for Women
- Disabilities Advisory Council
- Local Citizens Transportation Advisory Committee
- Parks & Golf Advisory Council
- Senior Services Advisory Council

WHEREAS, Roberts Rules of Order Revised shall be recognized as the authority for parliamentary usage when not inconsistent with the board/council's Operating Procedures.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Operating Procedures for the governance of the above boards and councils will become effective upon signing of this Resolution and the Clerk of the Board will distribute the Operating Procedures to the respective boards and councils.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2018 TO MARCH 26, 2019 IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, the County of Gloucester has a security access control system in place at various County facilities which require maintenance; and

WHEREAS, the existing Casi-Rusco/Lenel Access Control Equipment was previously installed in 2006 by ADT Security Systems, Inc. (thereafter known as Tyco Integrated Security, LLC) and now known as Johnson Controls Security Solutions, LLC of 7852 Browning Road, Pennsauken, NJ 08109-4642; and

WHEREAS, said maintenance shall provide coverage for door lock entry systems for sixteen County facilities, specifically: (1) Shady Lane complex; (2) Administration Building; (3) Prosecutor's/Corrections (portion of the Justice Complex); (4) Vehicle Car Wash; (5) I.T./Clayton Annex; (6) Emergency Response/911; (7) Animal Shelter; (8) Govt. Services/Engineering/Planning; (9) Budd Boulevard; (10) Social Services; (11) Board of Elections; (12) Five-Points Building; (13) Holly Ave. Building/Health; (14) Highway Div./Mantua Yard Bldg.; (15) Pitman Golf Course; and (16) Highway Div./Swedesboro Yard/Glen Echo Road; and

WHEREAS, the age of the equipment places it in legacy status and service has become limited to the installer, and N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the contract is for estimated units of service in an amount not to exceed \$50,000.00 and 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 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 Johnson Controls Security Solutions, LLC for maintenance of the County security access control system at various facilities referenced herein, in an amount not to exceed \$50,000.00 from March 27, 2018 to March 26, 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, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

RESOLUTION INCREASING THE PURCHASE AMOUNT BY \$325,000.00 FOR COMPUTER EQUIPMENT AND SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACTS FROM JUNE 13, 2017 TO JUNE 12, 2018 FOR A NEW AMOUNT NOT TO EXCEED \$575,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State contract without the need for public bidding, and on June 7, 2017 the County adopted a Resolution to purchase equipment and services from Software House International, Corp. in an amount not to exceed \$250,000.00, from June 13, 2017 to June 12, 2018 through State Contract numbers A89851, 89980, A40166, A87720, A40121 and A89978; and

WHEREAS, additional computer equipment and related services are needed by the County which will increase the purchase amount by \$325,000.00, for a new total amount not to exceed \$575,000.00; and

WHEREAS, this is for estimated units of service and 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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of additional computer equipment and services from Software House International Corp. is hereby authorized from June 13, 2017 to June 12, 2018 for a new total amount not to exceed \$575,000.00, through State Contract numbers A89851 (NJ software license and related services); A89980 (Panasonic); A40166 (Microsoft Corporation-laptops and tablets only); A87720 (Cisco Systems); A40121 (Lenovo); and A89978 (Nimble Storage, Inc.); 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH ICS CORPORATION FROM
MAY 16, 2018 TO MAY 15, 2019, IN AN AMOUNT NOT TO EXCEED \$38,000.00**

WHEREAS, the County of Gloucester has determined that there is a need for services in the mailing of sample ballots for the Primary, General, Special and all School Board elections; and

WHEREAS, the Superintendent of Elections of Gloucester County recommends that said services be provided by ICS Corporation, with offices at 100 Friars Boulevard, West Deptford, New Jersey 08086; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$38,000.00; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; 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 service to be performed as to this Contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

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 contract with ICS Corporation for the provision of services in the mailing of sample ballots for the Primary, General, Special, and all School Board Elections, in an amount not to exceed \$38,000.00, from May 16, 2018 to May 15, 2019; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NEW JERSEY
DEPARTMENT OF TRANSPORTATION FOR THE ROWAN UNIVERSITY
US ROUTE 322 BYPASS STUDY**

WHEREAS, traffic demands on US Route 322 starting at the intersection of High Street and ending at West Street in the Borough of Glassboro is a major issue of congestion; and

WHEREAS, the County proposes to study the realignment of Route 322 from Route 55 to Boro Commons Drive, around the Rowan University in order to help alleviate congestion through Glassboro on US Route 322 (Mullica Hill Road), CR 553 (Main Street) and SR 47 (Delsea Drive); and

WHEREAS, the New Jersey Department of Transportation (“NJDOT”) has been authorized to allocate transportation improvement funds to counties for purposes such as the Rowan University US Route 322 Bypass Concept Development Study (the “Study”), Engineering project #14-08, and preparation of the Concept Development Report (the “Report”); and

WHEREAS, the County seeks to complete the Study and the Report in accordance with a two-year Funding Agreement with NJDOT, for funds in an amount up to \$1,000,000.00 in FY 2018 and FY 2019 for reimbursement of associated costs.

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 two-year Funding Agreement with NJDOT for funds in an amount up to \$1,000,000.00 in FY 2018 and FY 2019 for reimbursement of costs associated with the Study and Report as referenced hereinabove; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the Funding Agreement by the County will constitute acceptance of the terms and conditions of the Agreement, and that the County shall comply with all applicable Federal, State and local laws and regulations, and that the County Engineering Department shall be responsible for implementation of the funds in compliance with said terms, conditions and regulations.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE I-295 AND CENTER SQUARE ROAD IN LOGAN TOWNSHIP OVERPASS WIDENING AND RECONSTRUCTION STUDY

WHEREAS, traffic congestion has increased on Center Square Road due to local trip makers and increased truck traffic from the continued economic expansion of the Pureland Industrial Park in Logan Township; and

WHEREAS, the County proposes to study the feasibility of providing additional interchange ramps from I-295 through reconstruction and widening of the existing overpass at Center Square Road (CR 620) (over Route I-295 Interchange 10), adjoining the Pureland Industrial Park complex, to accommodate four or five lanes cross section on Center Square Road and to match the roadway cross section of the commercial area beginning south of Route I-295; and

WHEREAS, the New Jersey Department of Transportation (“NJDOT”) has been authorized to allocate transportation improvement funds to counties for purposes such as the I-295 and Center Square Road in Logan Township Overpass Widening and Reconstruction Study (the “Study”), Engineering project #18-10SA, and preparation of the Concept Development Report (the “Report”); and

WHEREAS, the County seeks to complete the Study and the Report in accordance with a Funding Agreement with NJDOT, for FY 2018 funds in an amount up to \$500,000.00 for reimbursement of associated costs.

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 Funding Agreement with NJDOT for FY 2018 funds in an amount up to \$500,000.00 for reimbursement of costs associated with the Study and Report as referenced hereinabove; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the Funding Agreement by the County will constitute acceptance of the terms and conditions of the Agreement, and that the County shall comply with all applicable Federal, State and local laws and regulations, and that the County Engineering Department shall be responsible for implementation of funds received in compliance with said terms, conditions and regulations.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT MODIFICATION
WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. COMMENCING MAY
16, 2018 IN AN AMOUNT NOT TO EXCEED \$200,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for completion of soil remediation services attendant to the sale of 432 Glover Street in the City of Woodbury, Engineering Project #16-16 (hereinafter the "Project"); and

WHEREAS, the County requested proposals for professional engineering services via RFP-016-037 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process, and a contract was awarded to Adams, Rehmann & Heggan Associates, Inc. (hereinafter "ARH"), with an office address of 850 South White Horse Pike, P.O. Box 579, Hammonton, NJ 08037-2019 on September 22, 2016; and

WHEREAS, ARH was determined by the County to be proposing an advantageous and cost-effective course of action, and pursuant to N.J.S.A. 40A:11-15(9) the contract may extend for the length of time necessary for completion of the Project; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to 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

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchases being made and/or services rendered a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase.

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 modification with ARH for soil remediation services commencing May 16, 2018 until completion of the Project, for an amount not to exceed \$200,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC.
FOR \$529,333.77**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the "2018 Countywide State Aid Roadway Safety Project", bid as Engineering Project #18-08SA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on May 2, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Zone Striping, Inc. (hereinafter "Zone."), with an office address of P.O Box 568 Glassboro, NJ 08028, was the lowest responsive and responsible bidder to construct the Project as set forth in the specifications for \$529,333.77; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Zone for the Project; and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$529,333.77 pursuant to CAF #18-03714, to be charged against budget line item C-04-13-013-165-13211.

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 contract with Zone Striping, Inc. for the Project for \$529,333.77 pursuant to the bid submitted and the specifications promulgated by the County, commencing upon receipt of the Notice to Proceed 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, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR \$537,975.00**

WHEREAS, the County of Gloucester (hereinafter "County") advertised for the receipt of public bids for "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project" in various locations throughout Gloucester County, bid as Engineering Project #18-03SA, (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on April 25, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder for the Project as set forth in the specifications for \$537,975.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$537,975.00 pursuant to CAF #18-03715 to be charged against budget line item C-04-15-012-165-12216.

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 contract with South State, Inc. for the Project for \$537,975.00 pursuant to the bid submitted and the specifications promulgated by the County, commencing upon receipt of the Notice to Proceed 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, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING THE PURCHASE OF FIVE (5) 2018 VEHICLES FROM HERTRICH FLEET SERVICES, INC. FOR A TOTAL AMOUNT OF \$133,573.00

WHEREAS, the County of Gloucester has a need to purchase five (5) 2018 vehicles for use; and

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, it has been determined that the County of Gloucester can purchase two (2) vehicles through State Contract A86922 from Hertrich Fleet Services of 1427 Bay Road, Milford, DE 19963, specifically:

- Chevrolet Impala LS for \$20,684.00;
- Dodge Journey FWD SE for \$17,999.00; and

WHEREAS, after following proper bidding procedure, it was determined that the lowest responsive and responsible bidder for three (3) 2018 vehicles or equivalent was Hertrich Fleet Services as follows:

- Ford Explorer 4WD for \$27,953.00 as per PD-18-026;
- Ford SUV Police Interceptor AWD for \$36,260.00 as per PD-18-029;
- Ford Escape SE 4WD (\$21,910.00) with delivery concepts oven model #3H100LP Insert Series (\$8,767.00) for a total of \$30,677.00 as per PD-18-031; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$133,573.00 pursuant to CAF #18-03455, #18-03456, #18-03643 #18-03717 and #18-03750, to be charged against budget line items #G-02-17-243-000-20610, #G-02-17-257-000-20610, and #8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of five (5) 2018 vehicles as referenced hereinabove from Hertrich Fleet Services is authorized for a total amount of \$133,573.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 VEHICLES FROM MALL CHEVROLET, INC. FOR A TOTAL AMOUNT OF \$96,852.00

WHEREAS, the County of Gloucester has a need to purchase two (2) 2018 or newer Chevrolet vehicles for use; and

WHEREAS, after following proper bidding procedure, it was determined that Mall Chevrolet, Inc. of 75 Haddonfield Road, Cherry Hill, NJ 08002 was the lowest responsive and responsible bidder for each vehicle, for a total amount of \$96,852.00, as follows:

- Chevy Silverado 2500 HD, 4WD double cab wheelbase 158.1 with Swab Animal Control Unit Model #ARF-95 with option E floor plan, as per PD-18-024 for \$54,400.00;
- Chevy Express 2500 Extended Van as per PD-18-28 for \$42,452.00; and,

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$96,852.00 pursuant to CAF #18-03642 and #18-03716 which amount shall be charged against budget line item 8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2018 or newer Chevrolet vehicles as referenced hereinabove from Mall Chevrolet, Inc. is hereby authorized for a total amount of \$96,852.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2018 FORD EXPLORER
FROM BEYER FORD FOR \$26,773.00**

WHEREAS, the County of Gloucester has a need to purchase a 2018 Ford Explorer 4WD, four-door base model as per PD-18-025; and

WHEREAS, after following proper bidding procedure, it was determined that Beyer Ford of 170 Ridgedale Avenue, Morristown, NJ 07960 was the lowest responsive and responsible bidder for \$26,773.00; and

WHEREAS, the County Treasurer has certified the availability of funds for \$26,773.00 pursuant to CAF #18-03644, which amount shall be charged against budget line item #8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of a 2018 Ford Explorer 4WD, four-door base model as per PD-18-025 from Beyer Ford is hereby authorized for \$26,773.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2018
SPORT UTILITY VEHICLES FROM DAY FORD, INC. FOR A
TOTAL AMOUNT OF \$101,997.00**

WHEREAS, the County of Gloucester has a need to purchase three (3) 2018 or newer Ford SUV Police Interceptors, AWD with spot lamp on driver's side door and RX27002 LED light bar as per PD-18-030; and

WHEREAS, after following proper bidding procedure, it was determined that Day Ford, Inc. of 2703 Fire Road, Egg Harbor Twp., NJ 08234 was the lowest responsive and responsible bidder having bid the total amount of \$101,997.00 (\$33,999.00 each) per the specifications set forth in PD-18-030; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$101,997.00 pursuant to CAF #18-03749, which shall be charged against budget line item 8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of three (3) 2018 or newer Ford SUV Police Interceptors, AWD per the specifications set forth in PD-18-030 from Day Ford, Inc. is hereby authorized for the total amount of \$101,997.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR PUBLIC FACILITIES IMPROVEMENTS IN THE BOROUGH OF PAULSBORO USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MAY 16, 2018 TO MAY 15, 2019

WHEREAS, the County is eligible for CDBG Entitlement Funds to be used in conjunction with a community development program as specifically set forth in a FY2016 Year 2 Action Plan as submitted to the U.S. Department of Housing and Urban Development, and as applicant, is responsible for administering the program; and

WHEREAS, the County has provided the required assurances and certifications to HUD and may delegate authority for the implementation of certain activities to the municipalities located within the County pursuant to the application; and

WHEREAS, the Gloucester County Improvement Authority has proposed for the demolition and clearance of seven (7) structures and for lots for future affordable housing and/or other CDBG eligible activities in the Borough of Paulsboro to be carried out with the use of CDBG funds from May 16, 2018 to May 15, 2019 in the amount of \$120,000.00 which amount shall be charged to G-02-16-155-000-21225. C.A.F. # 18-03788 has been obtained to certify funds.

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 hereby authorized to attest to the agreement with the Gloucester County Improvement Authority to administer CDBG funds for the aforementioned project for a period of one year, from May 16, 2018 to May 15, 2019 in the aforementioned amount.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING THE PURCHASE OF LABOR, MATERIALS AND INSTALLATION OF CARPET/FLOORING FROM COMMERCIAL INTERIORS DIRECT, INC., THROUGH STATE CONTRACT FROM MAY 17, 2018 TO MAY 16, 2019 FOR AN AMOUNT NOT TO EXCEED \$120,000.00

WHEREAS, the County has a need to purchase carpet and flooring, along with necessary labor and installation services for various County buildings; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of labor, materials, supplies and equipment through State Contract; and

WHEREAS, it has been determined that the County may purchase needed labor, materials and installation services through State Contract #A81755, from Vendor, Commercial Interiors Direct, Inc., with offices at 1 South Corporate Drive, 2nd Floor, Riverdale, NJ 07457, for the period May 17, 2018 to May 16, 2019; and

WHEREAS, Contract with Vendor for above services shall be for estimated units of services, as needed, in an amount not to exceed \$120,000.00. As such, the Contract is open-ended and does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of this Contract beyond December 31, 2018 is contingent upon adoption of the 2019 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase labor and materials required for the installation of carpeting from Commercial Interiors Direct, Inc., in an amount not to exceed \$120,000.00, from May 17, 2018 to May 16, 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 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, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING RENEWAL OF LEASE AGREEMENT WITH MACERICH DEPTFORD, LLC FOR COUNTY STORE PREMISES LOCATED AT DEPTFORD MALL, FROM AUGUST 1, 2018 TO JULY 31, 2023

WHEREAS, the County of Gloucester provides varied and needed services to County residents including services related to passports, identification cards, document recording, business trade name registration, veterans' services, and the like; and

WHEREAS, the County provides these services at the County Store location in Deptford Mall, through a lease agreement for the 875 square foot facility with landlord, Macerich Deptford, LLC; and

WHEREAS, the existing lease for the premises expires on July 31, 2018, and

WHEREAS, County wishes to extend the term of this lease agreement for the five (5) year period August 1, 2018 to July 31, 2023 at the rental rate of \$4,010.42 per month, plus utilities; with annual rental increases of three (3) percent, effective the 1st day of January 2019, and on each January 1st thereafter; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$21,557.10, which encumbrance represents the period August 1, 2018 to December 31, 2018 pursuant to CAF #18-03929, budget line item #8-01-26-310-001-20810 with the lease balance to be encumbered annually during the five-year term upon adoption of each subsequent year's County budget; and

WHEREAS, the County of Gloucester considers it to be in the best interest of its residents to enter into said lease renewal.

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 the execution of all documents required to extend of the Lease Agreement with landlord Macerich Deptford, LLC, for County Store premises at Deptford Mall, for the five (5) year period commencing August1, 2018 and ending July 31, 2023, as described herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2018 TO SEPTEMBER 30, 2018

WHEREAS, the County, through its Division of Senior Services, desires to apply for and obtain funding for an amount of \$1,500.00 through a "mini grant" from the New Jersey Department of Human Services, New Jersey Women, Infants and Children (WIC) Services; and

WHEREAS, the funding will enable the Division of Senior Services to help defray the costs associated with the provision of the Senior Farm Market Voucher Program, which provides Farm Market Vouchers to eligible seniors residing in the County; and

WHEREAS, the Board of Chosen Freeholders of the County deems this to be beneficial to the citizens of the County; and

WHEREAS, the grant period is from June 1, 2018 to September 30, 2018, for an amount of \$1,500.00; and

WHEREAS, the County's Division of Senior Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County Division of Senior Services has submitted the grant application to the County's Department of Treasury for review, and said Department has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

NOW, THEREFORE BE IT RESOLVED, by the Board of 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 is hereby authorized to attest to all documents necessary to apply to New Jersey WIC Services for a "mini grant" for the Senior Farm Market Voucher Program for an amount of \$1,500.00 from June 1, 2018 to September 30, 2018; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

BE IT FURTHER RESOLVED that the Gloucester County Department of Health and Human Services will be responsible for grant implementation.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT WITH ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE FOR CLINICAL TRAINING SERVICES FROM MAY 1, 2018 TO APRIL 30, 2019

WHEREAS, Rowan University offers instruction in Osteopathic Medicine, and as part of its medical education seeks relevant, supervised, rotational internships in selective areas of study for its medical students, including clinical instruction in the area of forensic medicine; and

WHEREAS, County, through its Department of Health and Human Services manages the combined Gloucester/Camden/Salem County Medical Examiner’s Office under a Shared Services Agreement between the counties; and

WHEREAS, Rowan’s School of Osteopathic Medicine wishes to offer its students mentored internship opportunities in the area of forensic science and pathology within County’s Office of the Medical Examiner; and

WHEREAS, County, through its Department of Health & Human Services, agrees to provide such observational clinical services to Rowan medical interns on a rotational basis under the supervision of its Medical Examiner.

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 the execution of all documents required to effectuate an Affiliation Agreement with Rowan University School of Osteopathic Medicine for the provision of clinical training services in the area of forensic medicine at its Office of the Medical Examiner, for the one (1) year period commencing May 1, 2018 and ending April 30, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT MODIFICATION
WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. COMMENCING MAY
16, 2018 IN AN AMOUNT NOT TO EXCEED \$200,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for completion of soil remediation services attendant to the sale of 432 Glover Street in the City of Woodbury, Engineering Project #16-16 (hereinafter the "Project"); and

WHEREAS, the County requested proposals for professional engineering services via RFP-016-037 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process, and a contract was awarded to Adams, Rehmann & Heggan Associates, Inc. (hereinafter "ARH"), with an office address of 850 South White Horse Pike, P.O. Box 579, Hammonton, NJ 08037-2019 on September 22, 2016; and

WHEREAS, ARH was determined by the County to be proposing an advantageous and cost-effective course of action, and pursuant to N.J.S.A. 40A:11-15(9) the contract may extend for the length of time necessary for completion of the Project; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to 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

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchases being made and/or services rendered a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase.

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 modification with ARH for soil remediation services commencing May 16, 2018 until completion of the Project, for an amount not to exceed \$200,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

Laurie J. Burns, Clerk of the Board

**CONTRACT MODIFICATION
COUNTY OF GLOUCESTER
AND
ARH ASSOCIATES, INC.**

THIS CONTRACT MODIFICATION is made effective this ____ day of **May , 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 **Adams, Rehmann & Heggan Associates, Inc.**, with offices at 215 Bellevue Avenue, PO Box 579, Hammonton, NJ 0803, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester (hereinafter the "County") has the need to complete the soil remediation services attendant to the County's sale of 432 Glover Street in the City of Woodbury, Engineering Project #16-16 (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services via RFP-016-037 from interested providers, and evaluated those proposals consistent with the County's Fair and Open procurement process and a contract was awarded to Adams, Rehmann & Heggan Associates, Inc. (hereinafter "Contractor"), with an office address of 850 South White Horse Pike, P.O. Box 579, Hammonton, NJ 08037-2019 on September 22, 2016 for a contract amount of \$29,900.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15(9) this Contract Modification (hereinafter "Contract") may extend for the length of time necessary for completion of the Project, and the Contractor's proposal dated April 20, 2018 to re-engineer and complete the task was determined by the County to be the advantageous course of action; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be for the period necessary to complete the Project.

2. **COMPENSATION**. This Contract shall be in an amount not to exceed \$200,000.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's Proposal for Services dated April 20, 2018, identified as Attachment A. This proposal is only referenced with regard to the duties of the Contractor and for no other reason. Attachment A is incorporated into, and made part of this Contract, by reference.

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 of 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 Office setting for the 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, stat that all qualified applicants will received 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 place 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.

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

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

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. **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.

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

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

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

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

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

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

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

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and Attachment A. Should there occur a conflict between this form of Contract and Attachment A, then this Contract shall prevail.

THIS CONTRACT is effective as of this ____ day of **May, 2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Clerk of the Board pursuant to a Resolution passed for that purpose, and Contractor 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:

ARH ASSOCIATES, INC.

By:
Title:



Principals
Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

April 20, 2018

Vincent M. Voltaggio, PE
County Engineer
Gloucester County Engineering
1200 N. Delsea Drive
Clayton, NJ 08312

Re: Archives Building Site Remediation
County Construction Project No. ENGRG 16-16
ARH Services – Rebid with Construction Administration & Inspection
ARH # 78-00032 // ARH Prop# 2017.0587

Dear Vince:

Previously, our office assisted the County with the preparation of plans and specifications in an effort to publicly bid environmental cleanup activities for the above referenced project. The scope of the cleanup included excavation and removal of the impacted area. The results of the bidding were well above the preliminary budget for the project. Additionally our office had provided a proposal to assist with the construction administration and inspection once the project was awarded and moved into the construction phase. This proposal shall take the place of the previously submitted proposal.

Currently, we have reviewed options for reducing the cost of the cleanup activities for this site. At present time, we would like to propose the use of In Situ Chemical Oxidation. Some of the concerns with this approach relate to the on-site soil conditions (low permeability), which may impact the ability for injections to be effective. Therefore, we plan to develop a phased scope of work. It is currently our intention to start with a Phase 1 (pilot test) to determine the ability for the process to be effective. This will be accomplished by obtaining formal quotes. Once the first phase is complete, we will be able to determine the effectiveness of the approach. At the end of Phase 1, we will reassess our status and determine the appropriate course for phase 2.

In an effort to move forward with this project we are providing the following proposal for professional services:

Scope of Services (Included in the proposal)

The following tasks are included within our proposal. Additional tasks, unless authorized in writing, are excluded.

1. Phase 1 Pilot Study // Quotations: \$14,040.00

As part of this phase, ARH will solicit quotes to perform a Pilot Study. We will work with the County to secure a contractor to perform In Situ Chemical Oxidation (ISCO). The contractor will also be responsible for pre and post injection soil testing. ARH will oversee this operation on behalf of the County. In addition ARH will work with the awarded contractor to secure a permit by rule with NJDEP and provide a new Remedial Action Plan (required with the permit application to NJDEP).

It should be noted under our original contract we intended to install a monitoring well after the excavation activities were complete. Once this approach is agreed upon, we will proceed with the installation of that monitoring well, we will perform a round of groundwater sampling prior to injections, and one round after

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876
www.arh-us.com

the injections. The work listed in this paragraph is not part of this proposal, as it was included in our original contract. Once this work is complete, the scope of services in the original contract will be complete.

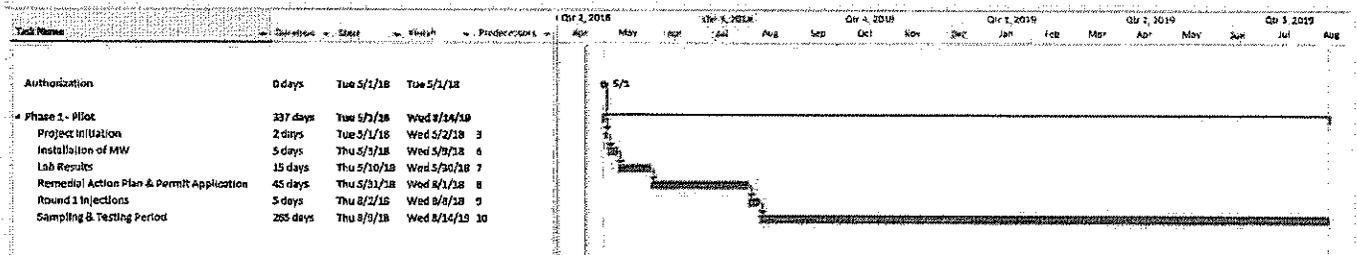
Testing of the ground water will be needed two (2) additional monthly events followed by three (3) quarterly events. These samples will be taken from the source area well only. Included herein this proposal and within the price for this phase we have pricing for obtaining the samples and for lab fees associated with these samples.

Concerns & Threats

1. The risk to the County on this approach is the cost (\$15,258.80 + \$14,040.00 = \$29,298.80) of phase 1 of this proposal & the Pilot Study. If the results are deemed ineffective, then ISCO injections will not be utilized beyond the Pilot Test.
2. Once this phase is complete, there will be a need to define phase II activities. ARH's scope of work only includes phase 1 services. Once this phase is complete additional cost may be warranted for items such as plans/specs updates.

Rough Schedule

The following schedule is preliminary, and will be modified as the project progresses. If successful, there is the potential that this process could take close to two years to complete.



Budget Summary

\$ 15,258.80	INTEX Environmental (Pilot Study)
\$ 14,040.00	ARH Professional Services (this proposal)
\$115,000.00	Phase II - \$85,000 for ISCO Final & \$30,000 for misc. site work & lab fees
\$144,298.80	Current Budget
\$150,000.00	Rounded Budget

See the following spreadsheet for ARH breakout of proposed hours.



ARH#: P17-0587

PROJECT COST & WORK HOUR PROPOSAL FORM							
Task	DESCRIPTION	PVIII (PRINCIPAL)	PVII (DIRECTOR OF ENGINEERING)	PV (PROJECT MANAGER)	Project Engineer	CAD TECHNICIAN	LABOR COST BY TASK
Phase I - Quotations & Pilot Oversight							
1	Quote Solicitation		4	8	20		\$ 3,420.00
2	Pilot Oversight // Permit by Rule // RAP		2	12	32		\$ 4,760.00
4	Groundwater Sampling (Post Injection 5 rounds)		2	4	20		\$ 2,660.00
5							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
	(a) Man-hours	0	8	24	72	0	104
	(b) Rate (See Note 1)	\$ 150.00	\$ 140.00	\$ 120.00	\$ 95.00	\$ 75.00	
	TOTAL LABOR COST: (a)x(b)	\$ -	\$ 1,120.00	\$ 2,880.00	\$ 6,840.00	\$ -	\$ 10,840.00

Lab Fees	\$3,200.00
Postage/Delivery	
Transportation	
Out of Pocket Expenses	
SUBTOTAL - Misc. Expenses	
TOTAL DIRECT EXPENSES	\$3,200.00

Phase 1 =	\$ 8,180.00
Phase 2 =	\$ 2,660.00
Total =	\$ 10,840.00

	\$10,840.00
	\$3,200.00
	\$14,040.00

Note there were concerns raised by some of the contractors that the ISCO approach would not work. Some of the contractors believe the open cut and removal will be less expensive. We might be able to revise the scope of work to get the price closer to \$200k - \$250k range.

Conclusion & Action Requested:

ARH proposes to perform the "Scope of Services (Included in the proposal)" work as outlined above with the guarantee that our total billing for ARH services will not exceed for the fee of \$14,040.00 except for extra work requested. This dollar amount includes mileage, reproduction, and other reasonable out-of-pocket expenses and does not include permit fees, or work that is not specifically noted in the proposal.

This proposal is based on an estimated timeframe that the contactor will need to complete the project. We propose to complete the administration of the Contract for the fee stated above. If for some reason the Contract requires additional time from ARH personnel with respect to the inspection portion of the proposal (due to the Contractor not meeting project deadlines), we will notify the County that additional funding will be needed.

The terms and conditions of this proposal constitute the entire agreement between the parties pertaining to the work and supersede all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the date of execution of this contract pertaining to the work on this contract. The provisions of this contract may be changed only by a writing executed by the parties to this contract.

We trust that you will find this proposal satisfactory. If so, please provide our office with the appropriate resolution of authorization and purchase order for the work to be performed as outlined above.

Should you have any questions regarding this proposal, please do not hesitate to contact me at (609) 561-0482.

Sincerely,



David J. Cella, PE, CME
Director of Engineering for
ARH Associates

This proposal is acceptable as stated, and I hereby authorize Adams, Rehmann & Heggan Associates, Inc. to proceed with the work as outlined.

Authorizing Signature

____/____/____
Date

Printed Name

Title

DJC
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**RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC.
FOR \$529,333.77**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the "2018 Countywide State Aid Roadway Safety Project", bid as Engineering Project #18-08SA (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on May 2, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Zone Striping, Inc. (hereinafter "Zone."), with an office address of P.O Box 568 Glassboro, NJ 08028, was the lowest responsive and responsible bidder to construct the Project as set forth in the specifications for \$529,333.77; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to Zone for the Project; and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$529,333.77 pursuant to CAF #18-03714, to be charged against budget line item C-04-13-013-165-13211.

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 contract with Zone Striping, Inc. for the Project for \$529,333.77 pursuant to the bid submitted and the specifications promulgated by the County, commencing upon receipt of the Notice to Proceed 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, May 16, 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
ZONE STRIPING, INC.**

THIS CONTRACT is made effective this 16th day of **May, 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 **ZONE STRIPING, INC.**, a New Jersey Corporation, with a mailing address of P.O Box 568, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the "2018 Countywide State Aid Roadway Safety Project", bid as Engineering Project #18-08SA, (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall commence upon receipt of the Notice to Proceed and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION.** Contractor shall be compensated in the amount of \$529,333.77 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as #18-08SA (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 Specifications #18-08SA, 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 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or 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 harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- 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 Contractor 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, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- 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.

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

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

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

18. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications #18-08SA, and the Proposal, 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 this 16th day of May 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Clerk of the Board pursuant to a Resolution passed for that purpose, and Contractor 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:

ZONE STRIPING, INC.

**By:
Title:**

RIDER
DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

(1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the County (hereinafter "Contracting unit") otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

(4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

(1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled

to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by

which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

bidder 1 of 1
Zone Striping
718 Jacob Harris Ln PO Box 568
P. 856-582-5900 F856-582-1303
Paul R. Mitchell, President
k.dravcott@zonestriping.com

SUMMARY OF BIDS



SPECIFICATION NO. 18-08SA

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Flashing Arrow Board (4' x 8') mounted on Striping Truck	1	Unit	\$2,352.77	\$2,352.77
2	Traffic Control Truck w/ Crash Cushion & Flashing Arrow Board (4' x 8')	1	Unit	\$19,000.00	\$19,000.00
3	Traffic Cones	200	Unit	\$1.00	\$200.00
4	Construction Signs	436	S.F.	\$1.00	\$436.00
5	Traffic Stripes, Long Life, Epoxy Resin	1,300,000	L.F.	\$0.23	\$299,000.00
6	Traffic Markings, Symbols, Long Life, Thermoplastic	3,500	S.F.	\$4.00	\$14,000.00
7	Traffic Markings, Lines, Long Life Thermoplastic	80,000	L.F.	\$0.50	\$40,000.00
8	Removal of Traffic Stripes & Markings	1,000	L.F.	\$0.50	\$500.00
9	Beam Guide Rail	700	L.F.	\$34.00	\$23,800.00
10	Tangent Guide Rail Terminal	10	Unit	\$3,200.00	\$32,000.00
11	Flared Guide Rail Terminal	10	Unit	\$3,200.00	\$32,000.00
12	Controlled Release Terminal Anchorage	2	Unit	\$825.00	\$1,650.00
13	Beam Guide Rail Post	50	Unit	\$85.00	\$4,250.00
14	Beam Guide Rail Post, 8' Long	25	Unit	\$85.00	\$2,125.00
15	Beam Guide Rail Element	100	L.F.	\$20.00	\$2,000.00
16	Reset Beam Guide Rail Using Exist Posts	100	L.F.	\$10.00	\$1,000.00
17	Beam Guide Rail End Anchorage	4	Unit	\$875.00	\$3,500.00
18	Thrie Beam Guide Rail, Bridge	100	L.F.	\$70.00	\$7,000.00
19	Flexible Delineators, Ground Mounted	50	Unit	\$50.00	\$2,500.00
20	Raised Pavement Markers	1,600	Unit	\$24.00	\$38,400.00
21	Removal of Raised Pavement Markers	20	Unit	\$1.00	\$20.00
22	Removal & Replacement of RPM Lens	400	Unit	\$9.00	\$3,600.00
Total Bid					\$529,333.77

[Signature]
5/3/2018
date

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

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.	18-03714

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
	VENDOR # : ZONES010

ORDER DATE: 05/03/18
REQUISITION NO: R8-03978
DELIVERY DATE:
STATE CONTRACT: ENG 18-08SA
ACCOUNT NUM:

VENDOR	ZONE STRIPING INC. PO BOX 568 KEN DRAYCOTT GLASSBORO, NJ 08028
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QTY/UNITS	SALES TAX ID # 21-6000660	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00		18-08SA CONSTRUCTION CONTRACT 2018 COUNTYWIDE STATE AID ROADWAY SAFETY PROJECT IN VARIOUS MUNICIPALITIES THROUGHOUT GLOUCESTER COUNTY ENGINEERING PROJECT #18-08SA PASSED BY RESOLUTION: MAY 16, 2018 **TO BE TAKEN IN PARTIALS**	C-04-13-013-165-13211 Long Life Striping (SA)	909.4000	909.40
1.00		BALANCE	C-04-17-012-165-13211 Long Life Striping (SA)	128,424.3700	128,424.37
1.00		BALANCE	C-04-17-013-165-13211 Long Life Striping (SA)	200,000.0000	200,000.00
1.00		BALANCE	C-04-18-013-165-13211 Long Life Striping (SA)	200,000.0000	200,000.00
				TOTAL	529,333.77

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS</p>	<p>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.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Suresh Gendron</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR \$537,975.00**

WHEREAS, the County of Gloucester (hereinafter "County") advertised for the receipt of public bids for "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project" in various locations throughout Gloucester County, bid as Engineering Project #18-03SA, (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on April 25, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder for the Project as set forth in the specifications for \$537,975.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and

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

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$537,975.00 pursuant to CAF #18-03715 to be charged against budget line item C-04-15-012-165-12216.

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 contract with South State, Inc. for the Project for \$537,975.00 pursuant to the bid submitted and the specifications promulgated by the County, commencing upon receipt of the Notice to Proceed 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, May 16, 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
SOUTH STATE, INC.**

THIS CONTRACT is made effective this 16th day of **May, 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 **SOUTH STATE, INC.**, a New Jersey Corporation, with an address of 202 Reeve Road, P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project" in various locations throughout Gloucester County, bid as Engineering Project #18-03SA, (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall commence upon receipt of the Notice to Proceed and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION.** Contractor shall be compensated in the amount of \$537,975.00 for all labor and materials required to construct the Project as per the Specifications issued by the County identified as #18-03SA (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 Specifications #18-03SA, 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 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or

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

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or 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 harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

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 Contractor 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, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- 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.

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

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

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

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

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications #18-03SA, and the Proposal, 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 this 16th day of May 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Clerk of the Board pursuant to a Resolution passed for that purpose, and Contractor 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:

SOUTH STATE, INC.

**By:
Title:**

RIDER
DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

(1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the County (hereinafter "Contracting unit") otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

(4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

(1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled

to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by

which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Office of the County Engineer
County of Gloucester

Miscellaneous Concrete and Pedestrian Facilities Upgrade Project, Various Locations
Throughout Gloucester County.

Engineering Project #18-03, Rebid

Bid Date: Wednesday, April 25, 2018 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 18-03 Rebid

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 5		bidder 2 of 5		bidder 3 of 5		bidder 4 of 5		bidder 5 of 5	
				Unit Price	Amount								
1	Mobilization	1	L.S.	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00	\$15,500.00	\$15,500.00	\$43,100.00	\$43,100.00
2	Cleaning Site	1	L.S.	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$100.00	\$100.00	\$37,500.00	\$37,500.00	\$43,200.00	\$43,200.00
3	9" x Variable Height Concrete Vertical Curb	2,500	L.F.	\$33.00	\$82,500.00	\$25.00	\$62,500.00	\$60.00	\$150,000.00	\$49.00	\$122,500.00	\$48.20	\$120,500.00
4	12" x 13" Concrete Sloping Curb	200	L.F.	\$38.00	\$7,600.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00	\$32.00	\$6,400.00	\$50.20	\$10,040.00
5	Concrete Sidewalk, 4" Thick	2,200	S.Y.	\$93.00	\$204,600.00	\$63.00	\$138,600.00	\$120.00	\$264,000.00	\$95.00	\$209,000.00	\$114.00	\$250,800.00
6	Detectable Warning Surface	100	S.Y.	\$200.00	\$20,000.00	\$1,800.00	\$180,000.00	\$200.00	\$20,000.00	\$350.00	\$35,000.00	\$265.00	\$26,500.00
7	Concrete Driveway Reinforced, 6" thick	75	S.Y.	\$88.00	\$6,600.00	\$90.00	\$6,750.00	\$125.00	\$9,375.00	\$94.00	\$7,050.00	\$200.00	\$15,000.00
8	12" Concrete Collar around existing manhole/inlet or vault	30	S.Y.	\$40.00	\$1,200.00	\$135.00	\$4,050.00	\$600.00	\$18,000.00	\$100.00	\$3,000.00	\$310.00	\$9,300.00
9	Reset Existing Casting	15	UNIT	\$300.00	\$4,500.00	\$400.00	\$6,000.00	\$600.00	\$9,000.00	\$750.00	\$11,250.00	\$665.00	\$9,975.00
10	Reconstruct Inlet Type B w/ new casting	15	UNIT	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00	\$2,000.00	\$30,000.00	\$3,000.00	\$45,000.00	\$3,595.00	\$53,925.00
11	Reconstruct Manhole	5	UNIT	\$1,800.00	\$9,000.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00	\$3,500.00	\$17,500.00	\$2,955.00	\$14,775.00
12	Reconstruct Inlet Type B w/ existing inlet	30	UNIT	\$2,100.00	\$63,000.00	\$1,000.00	\$30,000.00	\$800.00	\$24,000.00	\$2,500.00	\$75,000.00	\$2,680.00	\$80,400.00
*Total Bid				\$461,500.00	**Total Bid	\$492,900.00	Total Bid	\$537,975.00	Total Bid	\$584,700.00	Total Bid	\$677,515.00	

**BID REJECTED - Missing per Specification Section 102.01, Public Works Certificate, Apprenticeship Program certificates, and attachments for equipment listing.

**BID REJECTED - Contractor not prequalified as per section 102.01.

[Signature]
Vincent M. Voltaggio, P.E.
Gloucester County Engineer

4/27/2018
date

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 18-03715

ORDER DATE: 05/03/18
REQUISITION NO: R8-03982
DELIVERY DATE:
STATE CONTRACT: ENG 18-03SA
ACCOUNT NUM:

Pg

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GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

VENDOR #: SOUTH290

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SOUTH STATE INC
PO BOX 68
202 REEVES ROAD
BRIDGETON, NJ 08302

QTY/UNIT	SALES TAX ID # 21-6001660 DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	18-03SA CONSTRUCTION CONTRACT MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN FACILITIES UPGRADE PROJECT IN VARIOUS LOCATIONS THROUGHOUT GLOUCESTER COUNTY ENGINEERING PROJECT #: 18-03SA PASSED BY RESOLUTION: MAY 16, 2018 **TO BE TAKEN IN PARTIALS**	C-04-15-012-165-12216 Countywide Concrete/Curbing & ADA (SA)	58,094.9500	58,094.95
1.00	BALANCE	C-04-16-012-165-12216 Countywide Concrete/Curb/Sidewalk (SA)	28,211.9100	28,211.91
1.00	BALANCE	C-04-17-012-165-12216 Countywide Concrete Curbing/Sidewalk(SA)	351,668.1400	351,668.14
1.00	BALANCE	C-04-18-012-165-12216 Countywide Concrete/Curbing/Sidewalks-SA	100,000.0000	100,000.00
			TOTAL	537,975.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>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.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Jacelyn H. Gunders</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE PURCHASE OF FIVE (5) 2018 VEHICLES FROM HERTRICH FLEET SERVICES, INC. FOR A TOTAL AMOUNT OF \$133,573.00

WHEREAS, the County of Gloucester has a need to purchase five (5) 2018 vehicles for use; and

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, it has been determined that the County of Gloucester can purchase two (2) vehicles through State Contract A86922 from Hertrich Fleet Services of 1427 Bay Road, Milford, DE 19963, specifically:

- Chevrolet Impala LS for \$20,684.00;
- Dodge Journey FWD SE for \$17,999.00; and

WHEREAS, after following proper bidding procedure, it was determined that the lowest responsive and responsible bidder for three (3) 2018 vehicles or equivalent was Hertrich Fleet Services as follows:

- Ford Explorer 4WD for \$27,953.00 as per PD-18-026;
- Ford SUV Police Interceptor AWD for \$36,260.00 as per PD-18-029;
- Ford Escape SE 4WD (\$21,910.00) with delivery concepts oven model #3H100LP Insert Series (\$8,767.00) for a total of \$30,677.00 as per PD-18-031; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$133,573.00 pursuant to CAF #18-03455, #18-03456, #18-03643 #18-03717 and #18-03750, to be charged against budget line items #G-02-17-243-000-20610, #G-02-17-257-000-20610, and #8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of five (5) 2018 vehicles as referenced hereinabove from Hertrich Fleet Services is authorized for a total amount of \$133,573.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 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

18-03455

NO.

ORDER DATE: 04/27/18
REQUISITION NO: R8-03830
DELIVERY DATE:
STATE CONTRACT: A86922
ACCOUNT NUM:

Pg 1

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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-307-6440

VENDOR #: HERTR010

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HERTRICH FLEET SERV INC.
1427 BAY ROAD
MICHAEL WRIGHT
MILFORD, DE 19963

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 CHEVROLET IMPALA LS AS SPECIFIED IN THE RFP. (SECTION 5, T-0099) MANUFACTURER'S BODY CODE: 1WF19 WITH 1FL PACKAGE. COLOR:BLACK.	G-02-17-243-000-20610 Automobiles	20,684.0000	20,684.00
			TOTAL	20,684.00

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**

Michael S. ...
TREASURER / CFO
[Signature]
PURCHASING DIRECTOR

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

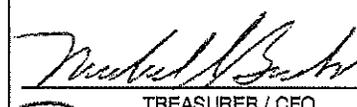
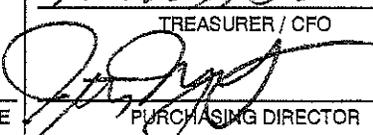
NO. 18-03456

ORDER DATE: 04/27/18
REQUISITION NO: R8-03819
DELIVERY DATE:
STATE CONTRACT: A86922
ACCOUNT NUM:

Pg 1

SHIP TO	GLOUC. CO. FLEET MANAGEMENT 1200 N. DELSEA DRIVE CLAYTON, NJ 08312 PHONE 856-307-6440
	VENDOR #: HERTR010
VENDOR	HERTRICH FLEET SERV INC. 1427 BAY ROAD MICHAEL WRIGHT MILFORD, DE 19963

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 DODGE JOURNEY FWD SE AS SPECIFIED IN THE RFP. (SECTION 4, T-0099) MANUFACTURER'S BODY CODE: JCDH49 WITH 22F PACKAGE. COLOR: WHITE.	G-02-17-257-000-20610 Automobiles	17,999.0000	17,999.00
			TOTAL	17,999.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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.		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.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X VENDOR SIGN HERE	DATE		
TAX ID NO. OR SOCIAL SECURITY NO.	DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			
	DEPARTMENT HEAD	DATE	 TREASURER / CFO  PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 18-03643

Pg 1

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GLOUC.CO.FLEET MANAGEMENT
 1200 N.DELSEA DRIVE
 CLAYTON, NJ 08312
 PHONE 856-307-6440

VENDOR #: HERTR010

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HERTRICH FLEET SERV INC.
 1427 BAY ROAD
 MICHAEL WRIGHT
 MILFORD, DE 19963

ORDER DATE: 05/03/18
 REQUISITION NO: R8-03971
 DELIVERY DATE:
 STATE CONTRACT: PD-018-26
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 FORD EXPLORER 4WD 4 DOOR 3.5L Ti-VCT V6 COLOR: BLUE METALLIC	8-01-26-315-001-20672 Pick-Up Trucks	27,953.0000	27,953.00
			TOTAL	27,953.00

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

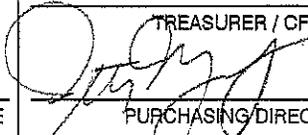
RECEIVER'S CERTIFICATION

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

<p>PD 018-029 Bid Opening 05/03/18 at 10:00 am. SPECIFICATIONS FOR SUPPLYING ONE (1) 2018 OR NEWER FORD SUV POLICE INTERCEPTOR AWD FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP</p>	<p>VENDOR: Chapman Ford Sales, Inc. 6750 Blackhorse Pike Pleasantville NJ, 08232 Scott Shamus Tustin, Fleet Salesman 856-425-3267 267-298-1890 - Fax</p>	<p>VENDOR: Chas Winner Ford, Inc 250 Berlin Rd. Cherry Hill NJ 08034 Randall West, Acct Manager 856-443-1370 856-408-1915 - Fax</p>	<p>VENDOR: Hertrich Fleet Services, Inc. 1427 Bay Road Milford, DE 19963 Michael Wright, Gov't Sales Mgr 800-698-9825 302-839-0555 - Fax</p>	<p>ITEM DESCRIPTION</p> <p>1. ONE (1) 2018 OR NEWER Ford SUV Police Interceptor AWD (OR EQUAL)</p>	<p>\$38,106.00</p> <p>\$39,387.00</p> <p>\$36,260.00</p>	<p>DELIVERY</p> <p>60-90 DAYS ARO</p> <p>Based on the Manufacturer's Production Schedule</p> <p>120-150 days ARO</p> <p>VARIATIONS</p> <p>Ford Police Interceptor Utility K8A</p> <p>Havis K-9 Insert Rear Cargo Barrier won't fit with K-9 Insert Final order date is 6-8-2018</p> <p>Will you extend your prices to local government entities within the County</p> <p>NO</p> <p>YES</p> <p>YES</p> <p>Bid specifications sent to:</p> <p>BidOcean Prime Vendor</p> <p>Deftek Chapman Auto Group</p> <p>Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest, responsive, responsible bidder.</p> <p>Sincerely,</p> <p>Peter Mercanti, Purchasing Director</p>
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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

18-03717

NO.

ORDER DATE: 05/04/18
REQUISITION NO: R8-04043
DELIVERY DATE:
STATE CONTRACT: PD-018-029
ACCOUNT NUM:

Pg 1

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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-468-2802

VENDOR #: HERTR010

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HERTRICH FLEET SERV INC.
1427 BAY ROAD
MICHAEL WRIGHT
MILFORD, DE 19963

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 FORD SUV POLICE INTERCEPTOR 3.7L TI-VCT FFV AWD6 speed automatic transmission COLOR: EBONY Spot lamp, Drivers side only RX 2700 LED light bar Owens K-9 Insert (Item #VAP600) for Ford Interceptor SUV (or equal)	8-01-26-315-001-20672 Pick-Up Trucks	36,260.0000	36,260.00
			TOTAL	36,260.00

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

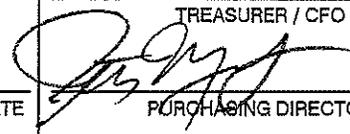
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

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

<p>PD 018-031 Bid Opening 05/04/18 at 10:00 am.</p>			
<p>SPECIFICATIONS FOR SUPPLYING ONE (1) 2018 OR NEWER FLEET FORD ESCAPE SE 4WD U9G (OR EQUAL) WITH A DELIVERY CONCEPTS OVEN MODEL #3H100LP INSERT SERIES (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERSCK-01-GC AND 16GLCP</p>			
	<p>VENDOR: Chapman Ford Sales, Inc. 170 Ridgedale Avenue Morristown, NJ 07960 Scott Shamus Tustin, Fleet Salesman 973-644-3200 973-884-2650 - Fax</p>	<p>VENDOR: Chas S. Winner Inc. dba Winner Ford 250 Berlin Road Cherry Hill, NJ 08034 Randall West, Account Mgr 856-433-1370 856-488-1915 - Fax</p>	<p>VENDOR: Hertrich Fleet Services, Inc. 1427 Bay Road Milford, DE 19963 Michael Wright, Gov't Sales Mgr 800-698-9825 302-839-0555 - Fax</p>
ITEM DESCRIPTION			
1. ONE (1) 2018 OR NEWER FLEET FORD ESCAPE SE 4WD U9G (OR EQUAL)	\$23,463.00	\$24,003.00	\$21,910.00
2 DELIVERY CONCEPTS OVEN MODEL #3H100LP INSERT SERIES OR EQUAL	\$8,667.00	\$8,200.00	\$8,767.00
GRAND TOTAL	\$32,130.00	\$32,203.00	\$30,677.00
DELIVERY	60-90 DAYS ARO		90 TO 120 DAYS ARO
MAKE AND MODEL OFFERED:	2018 Ford Escape SE AWD (U9G)	2018/2019 Ford Escape	2018 Ford Escape SE 4WD
VARIATIONS	NONE		Model year and delivery date depends on when purchase order is received.
Will you extend your prices to local government entities within the County	NO	YES	YES
Bid specifications sent to:	Mercer Technologies Firm Prime Vendor	Beyer Fleet	
<p>Based upon the bids received, I recommend Hertrich, be awarded the contract as the lowest, responsive, responsible bidder.</p>			
<p>Sincerely,</p>			
<p>Peter Mercanti, Purchasing Director</p>			

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
18-03750
NO.

ORDER DATE: 05/04/18
REQUISITION NO: R8-04084
DELIVERY DATE:
STATE CONTRACT: PD-18-031
ACCOUNT NUM:

Pg 1

S H I P T O	GLOUC.CO.FLEET MANAGEMENT 1200 N.DELSEA DRIVE CLAYTON, NJ 08312 PHONE 856-307-6440
	VENDOR #: HERTR010
V E N D O R	HERTRICH FLEET SERV INC. 1427 BAY ROAD MICHAEL WRIGHT MILFORD, DE 19963

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 FORD ESCAPE SE 4WD U9G 1.5L ECOBOOS, 6-SPEED AUTOMATIC TRANSMISSION. COLOR: OXFORD WHITE EQUIPMENT GROUP 200A	8-01-26-315-001-20672 Pick-Up Trucks	21,910.0000	21,910.00
1.00	DELIVERY CONCEPTS OVEN MODEL # 3H100LP INSERT SERIES (OR EQUAL) LOW PROFILE FIBERGLASS HILDING OVEN MOUNTING FRAME FOR FORD ESCAPE. DELUXE INSTALLATION KIT WITH DIGITAL THERMOSTAT. SHELVING TO ACCOMMODATE A MINIMUM OF 4-18" x 28" MEAL BASKETS. FOR GLOUCESTER COUNTY HEALTH DEPARTMENT.	8-01-26-315-001-20672 Pick-Up Trucks	8,767.0000	8,767.00
			TOTAL	30,677.00

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.	RECEIVER'S CERTIFICATION I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	APPROVAL TO PURCHASE DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
<input checked="" type="checkbox"/> X VENDOR SIGN HERE _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO  PURCHASING DIRECTOR
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS
VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 VEHICLES FROM MALL CHEVROLET, INC. FOR A TOTAL AMOUNT OF \$96,852.00

WHEREAS, the County of Gloucester has a need to purchase two (2) 2018 or newer Chevrolet vehicles for use; and

WHEREAS, after following proper bidding procedure, it was determined that Mall Chevrolet, Inc. of 75 Haddonfield Road, Cherry Hill, NJ 08002 was the lowest responsive and responsible bidder for each vehicle, for a total amount of \$96,852.00, as follows:

- Chevy Silverado 2500 HD, 4WD double cab wheelbase 158.1 with Swab Animal Control Unit Model #ARF-95 with option E floor plan, as per PD-18-024 for \$54,400.00;
- Chevy Express 2500 Extended Van as per PD-18-28 for \$42,452.00; and,

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$96,852.00 pursuant to CAF #18-03642 and #18-03716 which amount shall be charged against budget line item 8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2018 or newer Chevrolet vehicles as referenced hereinabove from Mall Chevrolet, Inc. is hereby authorized for a total amount of \$96,852.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

<p align="center">PD 018-024 Bid Opening 04/27/18 at 10:00 am.</p>			
<p>SPECIFICATIONS FOR SUPPLYING ONE (1) 2018 OR NEWER CHEVROLET SILVERADO 2500 HD 4WD DOUBLE CAB WHEELBASE 158.1" (OR EQUAL) WITH A SWAB ANIMAL CONTROL UNIT MODEL #ARR-95 WITH OPTION E FLOOR PLAN (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 18GLCP</p>			
ITEM	DESCRIPTION	VENDOR:	VENDOR:
1.	ONE (1) OR NEWER CHEVROLET SILVERADO 2500HD 4WD DOUBLE CAB 158.1" (OR EQUAL)	<p>Chapman Chevrolet 6925 Essington Avenue Philadelphia, PA 19153 Scott Shamus Justin, Fleet Sales Mgr. 856-425-3267 267-298-1880 - Fax</p>	<p>Mail Chevrolet 75 Haddonfield Road Cherry Hill, NJ 08002 Richard DiRenzo, Fleet Mgr. 856-682-7000 X 127 856-504-0708 - Fax</p>
		\$29,503.00	\$29,660.00
2.	ARR-95 ANIMAL TRANSPORT UNIT OPTION E OR EQUAL	\$25,940.00	\$24,740.00
	GRAND TOTAL	\$55,443.00	\$54,400.00
	DELIVERY	APPROXIMATELY 120 DAYS ARO	120-130 Depending on GM Production
	MAKE AND MODEL OFFERED:	CHEVROLET CK25953 DOUBLE CAB	2018 Chevrolet Silverado CK25953
	VARIATIONS	<p>1. Rear bumper and rear bumper corner step deleted; 2. tailgate deleted; 3. body painting-white color is gel coated into the fiberglass; 4. Fresh Air blower-Standard deleted on units with AC; 5. Strobe light-Strobe beacon no longer available. LED beacon substituted; 6. Temperature monitor-T-350 Series no longer available. KUSSMAUL Brand substituted; 7. Rear strobe warning - no longer available. LED warning substitute. All deletions made so the upfitter can put the ARR-5 animal control back on the truck. Also the upfitter had exceptions of their own.</p>	
	Will you extend your prices to local government entities within the County	No	Yes
	Bid specifications sent to:	Herrlich A&K Equipment	Bowie International BidOcean
	Based upon the bids received, I recommend Mail Chevrolet, be awarded the contract as the lowest, responsive, responsible bidder.		
		Sincerely,	
		Peter Mercanti, Purchasing Director	

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

18-03642

NO.

ORDER DATE: 05/03/18
REQUISITION NO: R8-03972
DELIVERY DATE:
STATE CONTRACT: PD-018-024
ACCOUNT NUM:

Pg 1

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GLOUC. CO. FLEET MANAGEMENT
1200 N. DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-307-6440

VENDOR #: MALLC010

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MALL CHEVROLET, INC.
75 HADDONFIELD ROAD
CHERRY HILL, NJ 08002

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 CHEVROLET SILVERADO 2500 HD DOUBLE CAB WHEELBASE 158.1 (OR EQUAL). ENGINE: VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85 CAPABLE OF RUNNING ON UNLEADED.	8-01-26-315-001-20672 Pick-up Trucks	29,660.0000	29,660.00
1.00	SWAB ANIMAL CONTROL UNIT #AR-95 WITH OPTION E FLOOR PLAN (OR EQUAL). COLOR: FROST WHITE	8-01-26-315-001-20672 Pick-up Trucks	24,740.0000	24,740.00
			TOTAL	54,400.00

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

<p align="center">PD 018-028 Bid Opening 05/03/18 at 10:00 am.</p>			
<p>SPECIFICATIONS FOR SUPPLYING ONE (1) 2018 OR NEWER CHEVROLET EXPRESS 2500 EXTENDED VAN OR EQUAL WITHIN THE COUNTY OF GLOUCESTER AND EXISTING UNITS COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP</p>			
<p>VENDOR: Chapman Ford Sales, Inc. 6925 Essington Ave Phila, PA 19153 Scott Shamus Tustin, Fleet Salesman 856-425-3267 267-298-1890 - Fax</p>			
<p>VENDOR: Mail Chevrolet Inc. 75 Haddonfield Rd. Cherry Hill, NJ 08002 Richard DiRenzo, Comm. Sales Mgr 856-662-7000 856-504-0108 - Fax</p>			
<p>VENDOR: Herrich Fleet Services, Inc. 1427 Bay Road Milford, DE 19963 Michael Wright, Gov't Sales Mgr 800-698-9825 302-839-0555 - Fax</p>			
ITEM DESCRIPTION			
1. ONE (1) 2018 OR NEWER Chevrolet Express 2500 (OR EQUAL)	\$43,678.00	\$42,452.00	\$45,722.00
DELIVERY	60-90 DAYS ARO	Based on the Manufacturer's Production Schedule	120-150 days ARO
VARIATIONS	4.8 L V-8 no longer available- supplied 4.3 L V-6	Bulkhead screens cannot be installed with Prisoner insert	2019 Cargo Van
Will you extend your prices to local government entities within the County	NO	YES	YES
Bid specifications sent to:	BigOcean Prime Vendor	Deltek	
<p>Based upon the bids received, I recommend Mail Chevrolet be awarded the contract as the lowest, responsive, responsible bidder.</p>			
	Sincerely,		
	Peter Mercanti, Purchasing Director		

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
18-03716
NO.

Pg 1

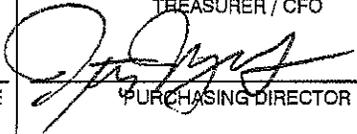
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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-307-6440

**V
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MALL CHEVROLET, INC.
75 HADDONFIELD ROAD
CHERRY HILL, NJ 08002
VENDOR #: MALLC010

ORDER DATE: 05/04/18
REQUISITION NO: R8-04044
DELIVERY DATE:
STATE CONTRACT: PD-018-028
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 CHEVROLET EXPRESS 2500 EXTENDED VAN. COLOR:SUMMIT WHITE Vortec 4.8L V8 SFI ENGINE 6-PEED AUTOMATIC TRANSMISSION W/OD INCLUDES TOW/HAUL MODE AND INTERNAL TRANSMISSION OIL COOLER. C-69 REAR AIR AND HEATER (C36) UOH RADIO BULKHEAD AND WINDOW SCREENS EMERGENCY LIGHTING PACKAGE HAVIS PRODUCTS-PRISIONER TRANSPORT INSERT (PART NO. PT-C02-120-3)	8-01-26-315-001-20672 Pick-up Trucks	42,452.0000	42,452.00
			TOTAL	42,452.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>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.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO  PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2018 FORD EXPLORER
FROM BEYER FORD FOR \$26,773.00**

WHEREAS, the County of Gloucester has a need to purchase a 2018 Ford Explorer 4WD, four-door base model as per PD-18-025; and

WHEREAS, after following proper bidding procedure, it was determined that Beyer Ford of 170 Ridgedale Avenue, Morristown, NJ 07960 was the lowest responsive and responsible bidder for \$26,773.00; and

WHEREAS, the County Treasurer has certified the availability of funds for \$26,773.00 pursuant to CAF #18-03644, which amount shall be charged against budget line item #8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of a 2018 Ford Explorer 4WD, four-door base model as per PD-18-025 from Beyer Ford is hereby authorized for \$26,773.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

<p>PD 018-025 Bid Opening 04/27/18 at 10:00 am. SPECIFICATIONS FOR SUPPLYING ONE (1) 2018 OR NEWER FORD EXPLORER 4WD 4 DOOR BASE (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP</p>		<p>VENDOR: Beyer Ford 170 Ridgedale Avenue Morristown, NJ 07960 Barbara Beyer, CFO 973-644-3200 973-884-2650 - Fax</p>	<p>VENDOR: Chas S. Winner Inc. dba Winner Ford 250 Beriin Road Cherry Hill, NJ 08034 Randall West, Account Mgr 856-433-1370 856-488-1915 - Fax</p>	<p>VENDOR: Hertrich Fleet Services, Inc. 1427 Bay Road Milford, DE 19963 Michael Wright, Gov't Sales Mgr 800-698-9825 302-839-0555 - Fax</p>
<p>ITEM DESCRIPTION</p>				
<p>1. ONE (1) 2018 OR NEWER FORD EXPLORER 4WD 4 DOOR BASE (OR EQUAL)</p>	<p>\$26,773.00</p>	<p>\$28,268.00</p>	<p>\$27,953.00</p>	
<p>DELIVERY</p>	<p>90-120 DAYS ARO</p>	<p>Based on the Manufacturer's Production Schedule</p>	<p>60 to 90 Days</p>	
<p>MAKE AND MODEL OFFERED:</p>	<p>2018 FORD EXPLORER BASE</p>	<p>2018 Ford Explorer Base 4x4</p>	<p>2018 Ford Explorer Base 4WD</p>	
<p>VARIATIONS</p>	<p>NONE</p>	<p>OEM no longer offers a CD player on 2018 base and XLT Explorer Models. OEM does not offer black cloth interior on 2018 base Explorer Models. Medium Stone will be supplied.</p>	<p>final date to order is 6/1/18</p>	
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	<p>YES</p>	<p>YES</p>	
<p>Bid specifications sent to:</p>	<p>BidOcean Prime Vendor</p>	<p>Deltak Chapman Auto Group</p>		
<p>Based upon the bids received, I recommend Beyer Ford, be awarded the contract as the lowest, responsive, responsible bidder.</p>				
	<p>Sincerely,</p>			
	<p>Peter Mercanti, Purchasing Director</p>			

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

18-03644

NO.

ORDER DATE: 05/03/18
 REQUISITION NO: R8-03970
 DELIVERY DATE:
 STATE CONTRACT: PD-018-025
 ACCOUNT NUM:

Pg 1

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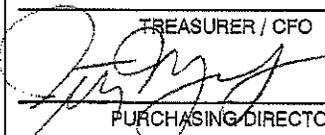
GLOUC. CO. FLEET MANAGEMENT
 1200 N. DELSEA DRIVE
 CLAYTON, NJ 08312
 PHONE 856-307-6440

VENDOR #: BEYER010

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BEYER FORD
 170 RIDGEDALE AVENUE
 MORRISTOWN, NJ 07962

QTY/UNIT	SALES TAX ID # 21-6000590 DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2018 FORD EXPLORER 4WD 4 DOOR 3.5L Ti-VCT V6 COLOR: SILVER	8-01-26-315-001-20672 Pick-Up Trucks	26,773.0000	26,773.00
			TOTAL	26,773.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>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.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO  PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2018
SPORT UTILITY VEHICLES FROM DAY FORD, INC. FOR A
TOTAL AMOUNT OF \$101,997.00**

WHEREAS, the County of Gloucester has a need to purchase three (3) 2018 or newer Ford SUV Police Interceptors, AWD with spot lamp on driver's side door and RX27002 LED light bar as per PD-18-030; and

WHEREAS, after following proper bidding procedure, it was determined that Day Ford, Inc. of 2703 Fire Road, Egg Harbor Twp., NJ 08234 was the lowest responsive and responsible bidder having bid the total amount of \$101,997.00 (\$33,999.00 each) per the specifications set forth in PD-18-030; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$101,997.00 pursuant to CAF #18-03749, which shall be charged against budget line item 8-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of three (3) 2018 or newer Ford SUV Police Interceptors, AWD per the specifications set forth in PD-18-030 from Day Ford, Inc. is hereby authorized for the total amount of \$101,997.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 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
18-03749
NO.

ORDER DATE: 05/04/18
REQUISITION NO: R8-04083
DELIVERY DATE:
STATE CONTRACT: PD-18-030
ACCOUNT NUM:

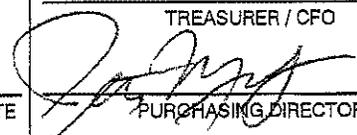
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SHIP TO
GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-307-6440

VENDOR #: DAYEOR05

VENDOR
DAY FORD INC.
2703 FIRE ROAD
EGG HARBOR TWP., NJ 08234

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00	2018 FORD POLICE INTERCEPTORS 3.7L TI-VCT-FFV AWD 6-SPEED AUTOMATIC TRANSMISSION COLOR: EBONY SPOT LAMP, DRIVERS SIDE ONLY RX 2700 LED LIGHT BAR PRISIONER PARTITIONS DETINA MODEL #10-C2 HORIZONTAL SLIDING (OR EQUAL) W/O SHOTGUN MOUNT. PLEXIGLASS BETWEEN DRIVER AND PRISIONER. FOR GLOUCESTER COUNTY SHERIFF'S DEPARTMENT.	8-01-26-315-001-20672 Pick-Up Trucks	33,999.0000	101,997.00
			TOTAL	101,997.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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.		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.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X VENDOR SIGN HERE	DATE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	 PURCHASING DIRECTOR
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR PUBLIC FACILITIES IMPROVEMENTS IN THE BOROUGH OF PAULSBORO USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MAY 16, 2018 TO MAY 15, 2019

WHEREAS, the County is eligible for CDBG Entitlement Funds to be used in conjunction with a community development program as specifically set forth in a FY2016 Year 2 Action Plan as submitted to the U.S. Department of Housing and Urban Development, and as applicant, is responsible for administering the program; and

WHEREAS, the County has provided the required assurances and certifications to HUD and may delegate authority for the implementation of certain activities to the municipalities located within the County pursuant to the application; and

WHEREAS, the Gloucester County Improvement Authority has proposed for the demolition and clearance of seven (7) structures and for lots for future affordable housing and/or other CDBG eligible activities in the Borough of Paulsboro to be carried out with the use of CDBG funds from May 16, 2018 to May 15, 2019 in the amount of \$120,000.00 which amount shall be charged to G-02-16-155-000-21225. C.A.F. # 18-03788 has been obtained to certify funds.

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 hereby authorized to attest to the agreement with the Gloucester County Improvement Authority to administer CDBG funds for the aforementioned project for a period of one year, from May 16, 2018 to May 15, 2019 in the aforementioned amount.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 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

18-03788

NO.

ORDER DATE: 05/08/18
REQUISITION NO: R8-04192
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (c. Velazquez)

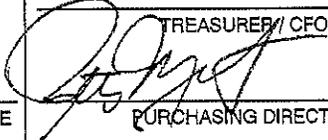
VENDOR #: GCIA0010

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GLOUCESTER CO IMPROVEMENT AUTH
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	<p>18/19 Public Facilities Proj RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR PUBLIC FACILITIES IMPROVEMENTS IN THE BOROUGH OF PAULSBORO USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MAY 16, 2018 TO MAY 15, 2019</p> <p>This Resolution authorizes the execution of a Subrecipient Agreement with the Gloucester County Improvement Authority for the demolition and clearance of seven (7) structures and for lots for future affordable housing and/or other CDBG eligible activities in the amount of \$120,000.00, which amount shall be charged against line item G-02-16-155-000-21225 which represents reprogrammed funds.</p> <p>IDIS # 2938</p>	G-02-16-155-000-21225 GCIA (Public Facilities)	120,000.0000	120,000.00
			TOTAL	120,000.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>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.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>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.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER/ CFO </p> <p>PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

HUD GRANT NO: B-16-UC-34-0109
AMOUNT: **\$120,000**
GC AGREEMENT NO: CD-16-MP 11

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

THIS AGREEMENT, made and entered into on the 16th day of **May, 2018** by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the “**County**”, and the **Gloucester County Improvement Authority**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “**Subrecipient**”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FY 2016** Community Development Block Grant, hereinafter referred to as “**CDBG**” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2016** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **May 15, 2019**.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried

out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it 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.
10. Compliance with Laws and Regulations - County and Subrecipient 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 its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient 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 services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community

Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **May 15, 2019**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act

Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the

Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable and as amended including 2 CFR part 200 requirements. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. Performance

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **ROBERT M. DAMMINGER, Freeholder Director**
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **LAURIE J. BURNS, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
4. Notifying the employee in the statement required by paragraph I that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
109 BUDD BLVD
WEST DEPTFORD, NJ 08096**

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails 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.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Gloucester County Improvement Authority**

Activity Name: Demolition and clearance of 7 structures in the Borough of Paulsboro

Activity Number: **CD-16-MP-11**

ACTIVITY DESCRIPTION

1. The total **PY 2016 CDBG** budget for this activity shall not exceed: **\$120,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **May 15, 2019**. The Agreement is for the demolition and clearance of seven (7) structures and for lots for future affordable housing and/or other CDBG eligible activities in the amount of \$120,000.00, which amount shall be charged against line item G-02-16-155-000-20225. This activity is funded as a low mod area category for the prevention and elimination of slum and blight.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBGRANTEE MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
 2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
 3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 4. time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
 5. contractor payroll for Davis-Bacon verification, as applicable
 6. program income, if any
-

7. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
8. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A". The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed
9. Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
10. The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

- Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
 - The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____		Contract Amount: _____	
Contract Period: _____			
Program Name/#: _____			
Subrecipient Name: _____			
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
Evaluator Name: _____			
Signature of Evaluator: _____		Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|---|--|--|
| <input type="checkbox"/> Funding Application
<input type="checkbox"/> Program
<input type="checkbox"/> Demands/Invoices
<input type="checkbox"/> Quarterly Reports/Backup
<input type="checkbox"/> Correspondence
<input type="checkbox"/> Previous Monitoring | <input type="checkbox"/> Program Files
<input type="checkbox"/> Agreement/Budget Client
<input type="checkbox"/> Personnel/Volunteer Files
<input type="checkbox"/> Accounting Files & Procedures
<input type="checkbox"/> Reports Marketing Materials | <input type="checkbox"/> Audit
<input type="checkbox"/> Files
<input type="checkbox"/> Current Budget/Sources&Uses |
|---|--|--|

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: _____)
- Presumed Beneficiary (Specify: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|---|--|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household identified |
| <input type="checkbox"/> Urban County Resident? | <input type="checkbox"/> Date client applied for services |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Number in household | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- | | | |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed? | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- 1. Are budgets compared to actual expenses/revenues during the year? YES NO
- 2. Are significant variances from the budget researched and explained? YES NO
- 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? YES NO
- 4. Are receipts logged at the time mail is opened? YES NO
- 5. Who deposits receipts into the bank? _____
- 6. Who compares the deposits to the log of receipts? _____
- 7. Who posts the receipts into the accounting system? _____
- 8. Who approves invoices for payment? _____
- 9. Who codes the invoice/check request for program and funding source? _____
- 10. Who prepares the checks? _____
- 11. Who signs the checks? 12. Who mails the checks? _____
- 13. Who posts the disbursements into the accounting system? _____
- 14. Who is primarily responsible for program accounting? _____
- 15. Are bank accounts reconciled timely and reviewed by an independent person? YES NO
- 16. Are timesheets signed by the employee and supervisor? YES NO
- 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? YES NO
- 18. Is there an accounting procedure manual? Is it up to date? YES NO
- 19. Are fees charged for services? YES NO
- 20. Is program income generated? Is it properly reported? YES NO
- 21. Are outstanding audit findings resolved? YES NO
- 22. Are employee taxes paid? YES NO

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH ATLANTIC COUNTY FOR USE OF A PISTOL RANGE FACILITY

WHEREAS, the Gloucester County Prosecutor’s Office has need for a pistol range facility for use in the training and qualification of its law enforcement personnel who carry firearms, including those from other jurisdictions who serve on the County Special Weapons & Tactics Team (“SWAT”); and

WHEREAS, the County of Atlantic has a pistol range facility available for such use, and qualified employees of the Gloucester County Prosecutor’s Office and SWAT have used this facility since July 1, 2013 by agreement of the parties; and

WHEREAS, the County of Gloucester desires to enter into a Memorandum of Understanding (“MOU”) to set forth the terms and conditions of continued usage of said facility from July 1, 2018 to June 30, 2019 as per the amount set forth in the fee schedule included therein; and

WHEREAS, the Board of Chosen Freeholders of Atlantic County adopted a Resolution on April 10, 2018 authorizing their participation in the MOU.

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 Memorandum of Understanding with Atlantic County for use of its pistol range facility by law enforcement personnel of Gloucester County as per the terms set forth therein, from July 1, 2018 to June 30, 2019.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ATLANTIC
AND COUNTY OF GLOUCESTER FOR UTILIZATION OF THE ATLANTIC
COUNTY PISTOL RANGE FOR FIREARMS TRAINING AND QUALIFICATION BY
LAW ENFORCEMENT EMPLOYEES OF GLOUCESTER COUNTY**

WHEREAS, the County of Atlantic (“Atlantic County”) through its Department of Public Safety operates a pistol range facility which is utilized for firearms training and qualification by various law enforcement agencies within Atlantic County; and

WHEREAS, the facility operates under a fee schedule and under rules and regulations approved by the Atlantic County Board of Chosen Freeholders; and

WHEREAS, the County of Gloucester (“Gloucester County”) is currently without a firearms training and qualifications facility for use by law enforcement officers employed by the County of Gloucester, including the multi-jurisdictional Gloucester County Special Weapons & Tactics Team (“SWAT”) comprised of law enforcement officers from County and municipal police departments; and

WHEREAS, Atlantic County is willing to extend use privileges of its pistol range facility to said Gloucester County law enforcement personnel; and

WHEREAS, Atlantic County and Gloucester County wish to enter into a formal Memorandum of Understanding to set forth the terms and conditions for the use of the pistol range facility.

NOW, THEREFORE, Atlantic County and Gloucester County agree as follows:

1. **Term of Agreement.** This agreement shall be effective from July 1, 2018 to June 30, 2019. Atlantic County and Gloucester County agree that the terms of this agreement may be renewed for an additional one-year term.
2. **Usage of Pistol Range Facility.** Gloucester County law enforcement personnel shall be permitted to use the Atlantic County pistol range for firearms training and qualification. Usage shall be in accordance with the fee schedule previously established by Atlantic County, a copy of which is annexed hereto and made a part hereof as *Exhibit A*. The facilities shall be used during normal business hours, subject to availability.
3. **Compliance with Rules and Regulations.** Users of the facility from Gloucester County or by personnel from its constituent municipalities as members of the SWAT Team agree to comply fully with the rules and regulations of the Atlantic County Pistol Range and agree to furnish a copy of the Rules and Regulations to all of their law enforcement personnel. A copy of the Rules and Regulations are annexed hereto and made a part hereof as *Exhibit B*. Users of the facility shall sign a statement indicating that they have read, are familiar with, and agree to abide by the rules and regulations while utilizing the facility.

4. **Supervision and Direction of Activities.** All firearms training and qualification of Gloucester County law enforcement personnel shall be undertaken under the supervision of a fully licensed and certified firearms instructor from Gloucester County. Gloucester County agrees that all firearms training and qualification activities will be undertaken at the behest of and under the supervision of Gloucester County personnel, and it is agreed that other than providing the facility, Atlantic County is not involved with nor exercises any control over the subject activities which shall be the sole responsibility of Gloucester County.

5. **Indemnification and Hold Harmless.** Gloucester County, its elected appointed officials, its law enforcement personnel who utilize the facility, agree as a condition for such use to indemnify, defend and hold harmless the County of Atlantic, its officials, agents, servants and employees from any all claims of any type, including but not limited to claims for death, bodily injury and/or property damage which may arise in whole or in part from the activities of Gloucester County law enforcement personnel while utilizing the pistol range facility.

6. **Insurance Coverage.** As a condition for utilizing the pistol range facility, Gloucester County shall furnish a Certificate of Insurance naming Atlantic County as an additional insured. The Certificates of Insurance shall verify insurance coverages in the following areas and in the following amounts:

General Liability	\$1,000,000/\$3,000,000
Auto Liability	\$1,000,000 combined single limit
Umbrella/Excess	\$1,000,000
Workers' Comp & Employers' Liability	Statutory as to Workers' Comp
Employers' Liability	\$1,000,000

A copy of the Certificate shall be subject to review and approval by the Atlantic County Counsel and/or the Atlantic County Risk Manager.

7. **Termination.** Atlantic County reserves the right to terminate this agreement upon thirty (30) days written notice to Gloucester County in the event of there being any documented violation of the pistol range facility's rules and regulations or for other good cause.

8. **Severability.** Should any portion of this Memorandum of Understanding be declared invalid or unenforceable by a Court of competent jurisdiction, the declaration of invalidity shall not affect the remaining portions of this agreement which will continue in full force and effect.

9. **Modification.** This Memorandum of Understanding constitutes the complete and entire agreement between Atlantic County and Gloucester County and the provisions herein shall

not be added to, deleted from or modified in any way unless the modification or change is in writing and executed by the duly authorized representatives of each County.

10. **Ratification.** This Memorandum of Understanding is subject to ratification by the Atlantic County Board of Chosen Freeholders and by the Gloucester County Board of Chosen Freeholders.

ATTEST:

COUNTY OF ATLANTIC

Sonya G. Harris,
Clerk of the Board

DENNIS LEVINSON, COUNTY EXECUTIVE

ATTEST:

COUNTY OF GLOUCESTER

Laurie J. Burns,
Clerk of the Board

ROBERT M. DAMMINGER, DIRECTOR

APPROVED AS TO FORM:

James F. Ferguson, Atlantic County Counsel

0.12.14

ATLANTIC COUNTY ORDINANCE NO. 15-2012

AN ORDINANCE ESTABLISHING FEES TO BE CHARGED BY THE ATLANTIC COUNTY POLICE TRAINING ACADEMY TO OUT-OF-COUNTY LAW ENFORCEMENT RECRUITS AND AMENDING FEES TO BE CHARGED AT THE ATLANTIC COUNTY PISTOL RANGE

WHEREAS, the Atlantic County Department of Public Safety conducts a Police Training Academy known as the Atlantic County Police Training Academy (the Academy); and

WHEREAS, the Academy conducts training exercises for law enforcement recruits from various law enforcement agencies including municipal police departments, Sheriff's Office recruits, Corrections Officer recruits, in accordance with Police Training Commission (PTC) guidelines; and

WHEREAS, the Academy's training exercises are conducted for recruits from both Atlantic County and neighboring counties; and

WHEREAS, the Atlantic County Board of Chosen Freeholders (the Board) by Ordinance No. 3 of 2012 adopted a Fee Schedule for Out-of-County law enforcement recruits; and

WHEREAS, A Fee Schedule for utilization by the Atlantic County Pistol Range was previously established by the Board and is enumerated in Section 97-108 of the Atlantic County Code; and

WHEREAS, there exists a need and a justification to change the fees to be charged both at the Atlantic County Police Training Academy and at the Atlantic County Pistol Range;

NOW, THEREFORE, BE IT ORDAINED by the Atlantic County Board of Chosen Freeholders as follows:

1. The following amended Fee Schedule is hereby established at the Atlantic County Police Training Academy:

<u>COURSE</u>	<u>CURRENT SCHEDULE</u>	<u>NEW FEE SCHEDULE</u>
Basic Course for Police Officer (BCPO)	\$750	\$1,000
Alternate Route Candidate (Includes cost of ammunition)		\$1,250
Alternate Route Application Fee		\$ 50
Basic Course for County Corrections Officer (BCCCO)	\$500	\$ 750

Out-of-County Academy Waiver		\$ 500
Basic Course for Class I Special Officer	\$250	\$ 250
Basic Course for Class II Special Officer	\$350	\$ 350
Basic Course for County Ranger	\$250	\$ 250
K-9 Basic Patrol Dog	\$350	\$ 500
K-9 Scent Dog	\$350	\$ 500
K-9 In-Service	\$ 75	\$150 (Annual)

SPECIALTY COURSES

Firearms Instructor	\$100	\$ 100
Basic Firearms	\$100	\$ 100
Method of Instruction (MOI)	\$100	\$ 100
Vehicle Operations Instructor	\$100	\$ 100
Physical Fitness Instructor	\$100	\$ 100
Community Policing In-Service	\$ 75	\$ 75
Fundamentals of Crime Prevention – Practitioner	\$100	\$ 100
Radar Instructor	\$ 75	\$ 100
Radar Operator	\$ 75	\$ 75

2. The total cost of attendance for an out-of-county agency recruit will be reduced by \$20 for each hour of classroom instruction provided by an instructor from that particular County.

3. The following amended Fee Schedule is established at the Atlantic Pistol Range:

General Membership Dues	Current Fee	New Fee
Annual In-County Resident Membership	\$30	\$30
Annual Out-of-County Membership	\$40	\$40
Daily Use Fee – In-County Members	\$10	\$10
Daily Use Fee – Out-of-County Members	\$20	\$20
All One Day Classes	\$35	\$40
All Two Day Classes	\$80	\$80
Out-of-County Retired Police Officer (RPO) Qualification Fee	\$60	Free

New Fees:

Seminar Fee
(Four Hour Class or Less)

\$25

Law Enforcement/Government Range Use
(Agencies operating in Atlantic County, State of
New Jersey agencies and Federal agencies are exempt)

\$20/2 hr block

Law Enforcement/Gov't Per Student Range Fee
(County residents and employees of County agencies are exempt)

Maximum permitted
by Sponsor School
Not to exceed \$50
Per student.

4. These amended Fee Schedules shall be effective as of January 1, 2013.
5. The introductory clauses to this Ordinance are hereby considered a necessary part of this Ordinance.
6. This Ordinance shall take effect following adoption and publication as required by law.

This Ordinance shall become effective upon adoption and publication as required by law.

SONYA G. HARRIS, Clerk
Board of Chosen Freeholders

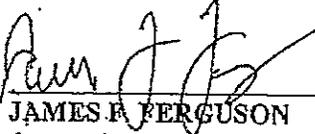
DENNIS LEVINSON
County Executive

Date: _____, 2012

Date: _____, 2012

FRANK D. FORMICA, Chairman
Board of Chosen Freeholders

Approved as to form:



JAMES F. FERGUSON
County Counsel

Date: _____, 2012

Date: _____, 2012

Ord Amend PT Range fees.doc

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed first reading at a meeting of the Board of Chosen Freeholders of the County of Atlantic held on

11/13/12

and said Ordinance will be further considered for passage and adoption at the public hearing held thereon at a meeting of the Board of Chosen Freeholders to be held at 201 Shore Road, Stillwater Building, Northfield, NJ on

Article XI: Atlantic County Public Range Facility

§ 97-101 Purpose.

The Atlantic County Public Range Facility at Riverbend Park (Range) is available to provide a safe environment for various types of public shooting sports and archery and to provide a firearms training facility for local law enforcement officers.

§ 97-102 Range use identification cards.

- A. All persons wishing to use the range during public hours of operation must have a valid Atlantic County Range Facility registration ID card (range ID card).
- B. Lost range ID cards may be replaced. The holder must reapply in person and pay a fee for the reissued card equal to the fee for the original card. All conditions for the original card must be met.
- C. A range ID card is not transferable, and its use does not include friends, guests or the family of the cardholder. Anyone inappropriately using a range ID card will have the card confiscated and privileges to utilize the range facility suspended for one year.

§ 97-103 Requirements for issuance of range ID cards.

All persons desiring a range ID card must register with the Range Manager, who will issue an annual range ID card valid through the following December 31, provided that the following conditions are met for the initial card and all renewals and replacements:

- A. The applicant has received a copy of the Range Manual and signs that he or she understands and agrees to follow all the range rules.
- B. The person produces two forms of identification.
- C. The person is 18 years of age or older or is 10 years of age up to 18 years of age and is accompanied by a parent or legal guardian who also has or is applying for an ID and agrees to take responsibility for the minor.
- D. The person shows proof of satisfactory completion of the approved safety course(s).
- E. The appropriate range ID card fee is paid.

§ 97-104 Resident and nonresident range ID cards.

- A. Persons who qualify for resident status under Article X, Resident Status for Parks Purposes, are eligible for a resident range ID card.
- B. Persons who cannot show resident status under Article X, Resident Status for Parks Purposes, will be issued nonresident range ID cards.
- C. Proof of continued resident status is required at the time of renewal or replacement of range ID cards.

§ 97-105 Junior Range ID Cards.

[Amended 3-10-1998 by Ord. No. 5-1998]

Persons who are 10 years old through 17 years old who meet the range use qualifications will be issued either a resident or nonresident junior range ID card. Holders of junior range ID cards are only entitled to use air rifles, .22-caliber rifles, shotguns and archery equipment, except juniors aged 15 to 17 years are allowed larger caliber rifles after successfully demonstrating safe handling techniques, and must be accompanied by a parent or adult guardian who must also have a range ID card. Proof of age is required.

§ 97-106 Required safety educational programs.

In order to use the various ranges offered at the Atlantic County Range Facility, a person must show satisfactory completion of the following safety education programs or their equivalent, as approved by the Range Manager:

- A. All persons must attend a three-hour instruction course on the Atlantic County Range Facility rules and procedures.
- B. All persons wishing to use the shotgun range must attend a NJDEP approved hunter safety educational course for shotguns.
- C. All persons wishing to use the rifle range must attend a NJDEP approved hunter safety educational course for rifles/blackpowder.
- D. All persons wishing to use the archery range must attend a NJDEP approved hunter safety educational course for bows and arrows.
- E. All persons wishing to use the pistol range must attend a pistol safety educational course approved by the Range Manager.

§ 97-107 Prerequisites to range use.

All persons using the Atlantic County Range Facility must comply with the following before entering a range:

- A. Check in at the range administration building prior to utilizing the range.
- B. Read the range rules and sign a statement that they have read, understood and agree to abide by the range rules.
- C. Present proper identification and/or credentials.
- D. Pay the required fee.
- E. Sign in.
- F. Position the pass issued after signing in so that it will be visible at all times while the shooter/archer is at the range facility.

§ 97-108 Fees.

[Amended 3-10-1998 by Ord. No. 5-1998; 3-27-2001 by Ord. No. 6-2001; 4-1-2003 by Ord. No. 7-2003; 9-22-2009 by Ord. No. 12-2009; 12-4-2012 by Ord. No. 15-2012^[1]; 3-11-2014 by Ord. No. 4-2014]

- A. The following amended fee schedule is established at the Atlantic Pistol Range:

	Fee
General membership dues	
Member	
Resident	\$30
Nonresident	\$40
Unlimited; for purposes of this section, the unlimited membership would be an annual fee but the unlimited member would not be required to pay the daily use fee required of the standard member.	
Resident	\$200
Nonresident	\$300
Family; for the purpose of this section, a family is defined as immediate household family members which include husband, wife, children and stepchildren. As with the unlimited individual memberships, unlimited family membership would exempt each member of the family from the daily use fee.	
Membership resident	\$90
Membership nonresident	\$120

	Fee
Unlimited resident	\$350
Unlimited nonresident	\$450
Daily use fee: in-County members	\$10
Daily use fee: out-of-County members	\$20
All one-day classes	\$40
All two-day classes	\$80
Out-of-County retired police officer (RPO) qualification fee	Free
Seminar fee (four-hour class or less)	\$25
Law enforcement/government range use (Agencies operating in Atlantic County, State of New Jersey agencies and federal agencies are exempt.)	\$20 per two-hour block
Law enforcement-government per-student range fee (County residents and employees of County agencies are exempt.)	Maximum permitted by sponsor school, not to exceed \$50 per student

- B. Membership rates will last through the end of the month one year from the date of sign-up. By way of example, a person who becomes a member on March 1, 2014, would have his or her respective privileges last until March 31, 2015.
 - C. Current members will be allowed a one-time unlimited upgrade from their current membership to one of the newly established classes of membership should they so choose. This option to upgrade shall remain in effect for the remainder of the 2014 calendar year.
- [1] *Editor's Note: This ordinance provided an effective date of 1-1-2013.*

§ 97-108.1 Special programming.

[Added 3-10-1998 by Ord. No. 5-1998]

- A. Service organizations. The Atlantic County Range Facility will be made available to Atlantic County based service organizations that promote sport shooting through their program activities, such as scouting organizations, police athletic leagues, school and the 4-H. Requests for access will be accommodated based on the compatibility of the proposed activity with the range mission, the availability of safety personnel and the availability of the facility requested. Participants will be required to complete the established safety requirements. Requests for range use under this section should be forwarded through range administration at least 90 days in advance of the requested date of use. A fee of \$25 will be required to secure use of the facility, safety instruction and issuance of junior range ID cards to participating members for the calendar year.
- B. Retired police officers The Atlantic County Range Facility will be available on designated dates and at designated times, for current range ID card holders who qualify under N.J.S.A. 2C:39-61 as a retired police officer, to shoot the designated courses of fire as established by the appropriate state agencies. Applications for this program must be made through the range manager.
- C. Tournaments. The Atlantic County Range Facility, with the approval of the Department Head of Public Safety, may host or conduct tournaments. The facility may also be utilized by outside organizations or individuals to hold tournaments that are consistent with the mission of the facility.
 - (1) For tournaments sponsored by Atlantic County, there is a ten-dollar fee per person per day for use of the facility and associated materials and supplies.
 - (2) For all other tournaments, in addition to a ten-dollar fee per person per day, the following nonrefundable reservation fees will be charged for the use of the facility:
 - (a) Pistol range: \$150.
 - (b) Rifle, shotgun or archery range: \$100.
 - (c) Multipurpose range: \$50.
 - (d) Classroom (when used in conjunction with a tournament): \$25.
 - (3)

For activities that extend beyond the normal operating hours of the facility there is a fee of \$50 per hour or any portion thereof.

Gray, Sandra

From: Coskey_Michael J. <Coskey_Michael@aclink.org>
Sent: Friday, November 18, 2016 4:30 PM
To: Gray, Sandra
Cc: Jones_Vincent
Subject: Atlantic County Pistol Range
Attachments: Firearms Training Facility Policy.pdf; Firearms Training Facility Scheduling Policy.pdf

Categories: AGENDA Items

Good Afternoon Sandy,

As discussed, attached is the current version of the rules and regulations for the Atlantic County Pistol Range. The current rate for Gloucester County's use will be \$20/2hr block of time. I anticipate this matter will be presented to the Atlantic County Freeholder Board on December 6, 2016.

Please let me know if you have any questions or concerns.

Thanks
Michael Coskey
Assistant County Counsel
(609) 343-2222
1333 Atlantic Avenue
Atlantic City, NJ 08401

Chapter 97: Parks

Article XI: Atlantic County Public Range Facility

§ 97-101 Purpose.

The Atlantic County Public Range Facility at Riverbend Park (Range) is available to provide a safe environment for various types of public shooting sports and archery and to provide a firearms training facility for local law enforcement officers.

§ 97-102 Range use identification cards.

- A. All persons wishing to use the range during public hours of operation must have a valid Atlantic County Range Facility registration ID card (range ID card).
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- C. The person is 18 years of age or older or is 10 years of age up to 18 years of age and is accompanied by a parent or legal guardian who also has or is applying for an ID and agrees to take responsibility for the minor.
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[Amended 3-10-1998 by Ord. No. 5-1998]

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- C. Present proper identification and/or credentials.
- D. Pay the required fee.
- E. Sign in.
- F. Position the pass issued after signing in so that it will be visible at all times while the shooter/archer is at the range facility.

§ 97-108 Fees.

[Amended 3-10-1998 by Ord. No. 5-1998; 3-27-2001 by Ord. No. 6-2001; 4-1-2003 by Ord. No. 7-2003; 9-22-2009 by Ord. No. 12-2009; 12-4-2012 by Ord. No. 15-2012^[1]; 3-11-2014 by Ord. No. 4-2014]

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Unlimited; for purposes of this section, the unlimited membership would be an annual fee but the unlimited member would not be required to pay the daily use fee required of the standard member.	
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[1] *Editor's Note: This ordinance provided an effective date of 1-1-2013.*

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[Added 3-10-1998 by Ord. No. 5-1998]

- A. Service organizations. The Atlantic County Range Facility will be made available to Atlantic County based service organizations that promote sport shooting through their program activities, such as scouting organizations, police athletic leagues, school and the 4-H. Requests for access will be accommodated based on the compatibility of the proposed activity with the range mission, the availability of safety personnel and the availability of the facility requested. Participants will be required to complete the established safety requirements. Requests for range use under this section should be forwarded through range administration at least 90 days in advance of the requested date of use. A fee of \$25 will be required to secure use of the facility, safety instruction and issuance of junior range ID cards to participating members for the calendar year.
- B. Retired police officers The Atlantic County Range Facility will be available on designated dates and at designated times, for current range ID card holders who qualify under N.J.S.A. 2C:39-61 as a retired police officer, to shoot the designated courses of fire as established by the appropriate state agencies. Applications for this program must be made through the range manager.
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 - (d) Classroom (when used in conjunction with a tournament): \$25.
 - (3)

For activities that extend beyond the normal operating hours of the facility there is a fee of \$50 per hour or any portion thereof.



Approved as to Form and Legality

Submitted By:

James F. Ferguson
James F. Ferguson, County Counsel

Gerald DelRosso
Gerald DelRosso, County Administrator

RE: RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A MEMORANDUM OF AGREEMENT WITH GLOUCESTER COUNTY FOR THE USE OF THE ATLANTIC COUNTY PISTOL RANGE.

WHEREAS, the County of Atlantic (Atlantic County) through its Department of Public Safety operates a pistol range facility which is utilized for firearms training and qualification by various law enforcement agencies within Atlantic County; and

WHEREAS, the facility operates under a fee schedule and under rules and regulations approved by the Atlantic County Board of Chosen Freeholders; and

WHEREAS, the County of Gloucester (Gloucester County) is currently without a firearms training and qualifications facility and has inquired as to the possible use of the Atlantic County facility by law enforcement officers employed by Gloucester County and by municipal police departments located within Gloucester County; and

I, Sonya G. Harris, Clerk of the Board of Chosen Freeholders of the County of Atlantic, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held

on the 10 day of April 2018

Signed _____
Clerk of the Board

RECORD OF VOTE															
FREEHOLDER	MOVED	SECOND	YES	NO	ABS	REC	AB	FREEHOLDER	MOVED	SECOND	YES	NO	ABS	REC	AB
BENNETT								GATTO							
BERTINO								KERN							
COURSEY								RISLEY							
DASE								FORMICA, Chairman							
FITZPATRICK															
ABS - Abstain				REC - Recuse				AB - Absent							



WHEREAS, Atlantic County is willing to extend use privileges of its pistol range facility to Gloucester County law enforcement personnel and to law enforcement personnel of municipalities located within Gloucester County; and

WHEREAS, Atlantic County and Gloucester County entered into a Memorandum of Agreement for the utilization of the Atlantic County Pistol Range for firearms training and qualifications by law enforcement employees of Gloucester County and law enforcement employees of municipalities located with in Gloucester County for the term commencing July 1, 2016 and terminating June 30, 2017, with an option to renew for an additional one year term, and

WHEREAS, the parties desire to renew the Memorandum of Agreement for an additional one year period commencing July 1, 2018 and terminating June 30, 2019.

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

1. The County Executive is authorized to enter into a renewal Memorandum of Agreement with Gloucester County for the utilization of the Atlantic County Pistol Range for firearms training and qualifications by law enforcement employees of Gloucester County and law enforcement employees of municipalities located with in Gloucester County for the term commencing July 1, 2018 and terminating June 30, 2019.

2. There is no certification of funds attached hereto because this resolution is revenue generating.

3. A copy of the executed agreement shall be filed with the Clerk of the Board of Chosen Freeholders by the County Counsel.

ADOPTED:
COUNTY OF ATLANTIC.

m Gloucester County-2018 MOA Utilize Pistol Range Firearms Training.doc

Clerk of the Board

RESOLUTION SUMMARY

TYPE: Memorandum of Agreement

NAME OF VENDOR: Gloucester County

AMOUNT SPENT LAST YEAR: -0-
THIS YEAR'S BUDGET AMOUNT: -0-

ACCT. #: K.14.342

PREVIOUS RESOLUTION #:

TERM: July 1, 2018 - June 30, 2019

SENDING DEPARTMENT: Public Safety

NAME OF PROGRAM: Firearms Training and Qualifications

IS THIS THE 1ST YEAR OF PROGRAM: No

DESCRIPTION OF PROGRAM:

This is a memorandum of agreement between the County of Atlantic and Gloucester County for the utilization of the Atlantic County Pistol Range for firearms training and qualification by law enforcement employees of Gloucester County and law enforcement employees of municipalities located within Gloucester County.

Usage shall be in accordance with the fee schedule previously established by Atlantic County and the facilities shall be used during normal business hours subject to availability.

All firearms training and qualifications of Gloucester County law enforcement personnel shall be undertaken under the supervision of a fully licensed and certified firearms instructor from Gloucester County.

Atlantic County
Department of Administration
- RESOLUTION REQUEST -

Please complete all sections, if a section is not applicable, fill in N/A, then e-mail as an attachment to your Department Head. (Your Dept. Head will forward via E-mail your approved form to d'arcangelo_roe@aclink.org) You must send (3) copies of the item you want to have approved to Roe, COB 7th floor.

Department Contact Person : Vincent Jones Extension: 6740 Date: 03/13/2018

I Purpose of Resolution Renew an agreement between the County of Atlantic and Gloucester County for the utilization of the Atlantic County Pistol Range for firearms training and qualifications by law enforcement employees of Gloucester County.

II Name and Address of Vendor Gloucester County Prosecutor Office, P.O. Box 623, 70 Hunter St. Woodbury, NJ 08096

Method of Selection (ie. Quote, RFP, other): Memorandum of Agreement

Is this service an EUS? Yes No If yes, please complete an EUS certification form and attach
If an RFP was conducted to select the contractor, please attach a copy of the RFP, the contractor's proposal and the RFP Selection Committee's recommendation memo.

III Contract Information:

Check One: Initial Contract (complete A1) Renewal Contract (complete A1) Amendment of Contract (complete A2)

If renewal or amendment please provide information on the prior contract:

Resolution # _____ Resolution Date _____

Contract # (eg. K. 89.000) _____ Encumbrance # (eg 2010500000) _____

A. 1. Cost of Contract \$ _____ Budget Account # _____

Grant Account # _____ Bond Account # _____

2 Account # _____ Cost of Original Contract \$ _____

Cost of this Modification \$ _____ Total Cost of Contract \$ _____

B Will this project be revenue generating? YES No If yes, amount anticipated \$ Per ordinance fee schedule

C Method of Payment: Lump Sum Progress Periodic (ie. Monthly, weekly, quarterly, etc.) Other (specify): _____

1. If the contract includes an allowance for reimbursable expenses, specify how much and list allowable expense:

n/a

D. Duration of contract: From: July 1, 2018 to June 30, 2019

E. Contract Preparation:

1. Are there any special time deadlines for contract? If so specify No

2. Specify any particular terms you want included in the contract. (ie. Reports) : Agreement will allow for a mutual option to renew for an Additional year.

F. Encumbrance How should this contract be encumbered

Purchase Order Contract Encumbrance Other N/a

G. Attach copy of insurance requirements the contractor will be asked to meet. Have these requirements been drafted and/or review and approved by the Insurance/Risk Manager this year? Yes No

IV Scope of Services: Please provide a summary of the resolution request. If it is a contract or agreement, please provide complete details of the scope of services. EMAIL SUMMARY TO: d'arcangelo_roe@aclink.org See attached

I certify that I have reviewed this form and attachments and that they are accurately completed. I understand that if this form contains incorrect information, this resolution request will not be scheduled for a Freeholder agenda and will be returned.

Department Head

Date

RESOLUTION AUTHORIZING THE PURCHASE OF LABOR, MATERIALS AND INSTALLATION OF CARPET/FLOORING FROM COMMERCIAL INTERIORS DIRECT, INC., THROUGH STATE CONTRACT FROM MAY 17, 2018 TO MAY 16, 2019 FOR AN AMOUNT NOT TO EXCEED \$120,000.00

WHEREAS, the County has a need to purchase carpet and flooring, along with necessary labor and installation services for various County buildings; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of labor, materials, supplies and equipment through State Contract; and

WHEREAS, it has been determined that the County may purchase needed labor, materials and installation services through State Contract #A81755, from Vendor, Commercial Interiors Direct, Inc., with offices at 1 South Corporate Drive, 2nd Floor, Riverdale, NJ 07457, for the period May 17, 2018 to May 16, 2019; and

WHEREAS, Contract with Vendor for above services shall be for estimated units of services, as needed, in an amount not to exceed \$120,000.00. As such, the Contract is open-ended and does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of this Contract beyond December 31, 2018 is contingent upon adoption of the 2019 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase labor and materials required for the installation of carpeting from Commercial Interiors Direct, Inc., in an amount not to exceed \$120,000.00, from May 17, 2018 to May 16, 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 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, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



Master Blanket Purchase Order 81755

Header Information

Purchase Order Number:	81755	Release Number:	0	Short Description:	G2005 - CARPET&PADDING,VINYL&SHEET FLOORING MATS&MATTING, SUPPLIES & INSTALLATION
Status:	3PS - Sent	Purchaser:	Alexandra Puza	Receipt Method:	Dollars
Fiscal Year:	2018	PO Type:	Blanket	Minor Status:	
Organization:	Division of Purchase and Property				
Department:	DPP - Division of Purchase and Property	Location:	FOOD - Commodities/Food & Clothing	Type Code:	GSA/NJCOOP
Alternate ID:		Entered Date:	05/17/2017 06:23:12 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	Always				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:		Tax Rate:		Actual Cost:	\$0.00
T Number:	G2005				
NJ Cooperative Purchasing:	Yes				
Green Blanket PO:	No				
Emergency Blanket PO:	No				
Small Business Category:	None				
Performance Bond Required:	No				

Agency G2005StateContractManager
Attachments: G2005AtAGlance
G2005MethodofOperation
G2005ProductAddition1
G2005ProductCancellation2
G2005AdditionalDistributors3
G2005PriceListUpdate(s)4
G2005PriceListUpdate(s)5
G2005AdditionalDistributors6
G2005PriceListUpdate(s)7
G2005ProductAddition8
G2005ProductCancellation9
G2005PriceListUpdate(s)10
G2005AdditionalDistributors11
G2005PriceListUpdate(s)12
G2005PriceListUpdate(s)13
G2005PriceListUpdate(s)14
G2005PriceListUpdate(s)15
G2005PriceListUpdate(s)16
G2005ProductAddition17
G2005AdditionalDistributors18
G2005VendorInformationChange19
G2005VendorInformationChange20
g2005VendorInformationChange21
G2005PriceListUpdate(s)22
G2005PriceListUpdate(s)23
G2005PriceListUpdate(s)24
G2005PriceListUpdate(s)25
G2005PriceListUpdate(s)26
G2005ProductAddition27
G2005AdditionalDistributors28
G2005AdditionalDistributors29
G2005PriceListUpdate(s)30
G2005PriceListUpdate(s)31
G2005PriceListUpdate(s)32
G2005AdditionalDistributors33
G2005PriceListUpdate(s)34
G2005AdditionalDistributors35
G2005AddressorPhoneNumberChange36
G2005AdditionalDistributors37
G2005VendorInformationChange38
G2005AdditionalDistributors39
G2005AdditionalDistributors40
G2005AdditionalDistributors41
G2005VendorInformationChange42
G2005VendorInformationChange43
G2005AddressorPhoneNumberChange44
G2005AdditionalDistributors45
G2005AdditionalDistributors46
G2005PriceListUpdate(s)47
G2005AdditionalDistributors48
G2005AdditionalDistributors49
G2005AdditionalDistributors50
G2005AdditionalDistributors51
G2005AdditionalDistributors52
G2005AdditionalDistributors53
G2005SubcontractorList
G2005ContractExtension
G2005ContractExtension

**Vendor
Attachments:**

Primary Vendor Information & PO Terms

Vendor:	V00002213 - Tandus	Payment Terms:	Shipping Method:
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Centiva US
 LLC
 Teresa Derr
 311 Smith
 Industrial Blvd.
 Dalton, GA
 30721
 US
 Email:
 tderr@tandus-
 centiva.com
 Phone: (706)
 259-2054
 FAX: (706)259-
 2657

**Shipping
 Terms:**

**Freight
 Terms:**

PO

Acknowledgements: Document Notifications Acknowledged Date/Time
 Purchase Order Emailed to tderr@tandus-centiva.com at 02/15/2018 12:06:20 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00000439	Commercial Interiors Direct Inc	Email - <i>Distributor</i>	Active
V00002213	Tandus Centiva US LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 07/01/2012 **Master Blanket/Contract End Date:** 06/30/2018
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

RESOLUTION AUTHORIZING RENEWAL OF LEASE AGREEMENT WITH MACERICH DEPTFORD, LLC FOR COUNTY STORE PREMISES LOCATED AT DEPTFORD MALL, FROM AUGUST 1, 2018 TO JULY 31, 2023

WHEREAS, the County of Gloucester provides varied and needed services to County residents including services related to passports, identification cards, document recording, business trade name registration, veterans' services, and the like; and

WHEREAS, the County provides these services at the County Store location in Deptford Mall, through a lease agreement for the 875 square foot facility with landlord, Macerich Deptford, LLC; and

WHEREAS, the existing lease for the premises expires on July 31, 2018, and

WHEREAS, County wishes to extend the term of this lease agreement for the five (5) year period August 1, 2018 to July 31, 2023 at the rental rate of \$4,010.42 per month, plus utilities; with annual rental increases of three (3) percent, effective the 1st day of January 2019, and on each January 1st thereafter; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$21,557.10, which encumbrance represents the period August 1, 2018 to December 31, 2018 pursuant to CAF #18-03929, budget line item #8-01-26-310-001-20810 with the lease balance to be encumbered annually during the five-year term upon adoption of each subsequent year's County budget; and

WHEREAS, the County of Gloucester considers it to be in the best interest of its residents to enter into said lease renewal.

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 the execution of all documents required to extend of the Lease Agreement with landlord Macerich Deptford, LLC, for County Store premises at Deptford Mall, for the five (5) year period commencing August1, 2018 and ending July 31, 2023, as described herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

**FIRST AMENDMENT OF LEASE AGREEMENT
AND EXTENSION OF TERM**

THIS FIRST AMENDMENT OF LEASE AGREEMENT AND EXTENSION OF TERM ("Agreement") is made as of this _____ day of _____ 2018 ("Effective Date") by and between **MACERICH DEPTFORD LLC**, a Delaware limited liability company ("Landlord"), and **THE COUNTY OF GLOUCESTER, NEW JERSEY**, a New Jersey government agency ("Tenant"), dba Gloucester County Store.

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement made as of August 21, 2013, ("Shopping Center Lease") for the lease of certain premises more commonly known as Space #2061 ("Premises"), located in the City of Deptford, County of Gloucester, State of New Jersey, in a commercial project commonly referred to as Deptford Mall ("Center"), all as more particularly set forth in the Lease.

B. Landlord and Tenant desire by this Agreement to amend and extend the Lease as hereinafter set forth.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. **Extension of Term.**

2.1. **Extension of Term.** The term of the Lease is extended for sixty (60) months commencing on August 1, 2018, and expiring on July 31, 2023 ("Extension Period"), upon all of the terms, covenants, conditions and rents contained in the Lease, except as otherwise set forth in this Agreement.

2.2. **Condition of Premises.** Tenant acknowledges and agrees that Landlord shall have no obligation to undertake any work of improvement upon the Premises and that Tenant shall continue to lease the Premises for the Term, as hereby extended, in an "As Is" condition; however, nothing in this Section shall be deemed to modify Landlord's repair obligations as set forth in Section 12.1.1 of the Lease.

2.3. **Audit Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, Tenant hereby waives all rights (whether at law, at equity or under the Lease) to audit Fringe Charges under the Lease, including any pending audits or requests to audit any of such Fringe Charges; however, any amounts which have been billed by Landlord on account of Fringe Charges which remain unpaid must be timely paid by Tenant to Landlord. "Fringe Charges" means all of the following regardless of how any such charges may be defined or described in the Lease: (a) Tenant's share of real estate taxes and assessments, (b) Tenant's share of the costs and expenses incurred by or on behalf of Landlord in operating, managing, insuring, securing, maintaining and repairing the Common Area, (c) Tenant's share of utilities whether supplied to the Common Area or the Premises and (d) Tenant's contributions to any marketing fund, promotion fund, merchants' association, or the like.

3. **Amendment of Lease.**

3.1. **Amendment of Lease.** The Lease is amended as of the Effective Date, unless

another date is expressly provided, as follows:

3.1.1. Section 1.7 (Expiry Date) is amended by deleting the same in its entirety and substituting the following in lieu thereof:

1.7 **Expiry Date:** July 31, 2023

3.1.2. Section 1.8 (Fixed Minimum Rent) is amended by adding the following to the end thereof:

Notwithstanding anything to the contrary contained in this Section 1.8 or in Section 5.5.1, commencing on August 1, 2018 and continuing through December 31, 2018, Annual Fixed Minimum Rent will be \$48,125.00, and monthly Fixed Minimum Rent will be \$4,010.42. Commencing on January 1, 2019 and on each January 1st thereafter (each such date is sometimes referred to as an "Extended Rent Adjustment Date"), the Fixed Minimum Rent then in effect (or which would then have been in effect absent any abatement or reductions in Fixed Minimum Rent, except for permanent reductions in Fixed Minimum Rent due to a permanent Taking) shall be increased by 3%.

3.1.3. Section 10.2 (Prohibited and Restricted Uses) is amended immediately following the content of subsection (l) by adding the following to the end thereof:

; and (m) display, sell or promote cigarettes, electronic cigarettes, MOD's, atomizers or any other supplies, accessories or devices used in connection with cigarettes, electronic cigarettes, vaporizers, atomizers, herbal vaporizers, e-liquids or any products constituting a technological evolution thereof for vaping

4. **Effect.** Except as expressly modified by this Agreement, the Lease shall remain unchanged and in full force and effect.

5. **No Modification or Waiver.** Except as otherwise expressly set forth herein, nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Lease.

6. **No Offer.** Landlord and Tenant hereby agree that Landlord's submission of this Agreement to Tenant shall not constitute an offer to amend the Lease. This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord and Tenant.

7. **Captions.** The captions and Section numbers appearing in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Agreement.

8. **Brokers.** Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against, all damages (including reasonable attorneys' fees and costs) resulting from any claims that may be asserted against Landlord or Tenant by any broker, finder, or other person with whom the indemnifying party has or purportedly has dealt.

9. **Schedules.** The Schedules, if any, attached to this Agreement are hereby incorporated herein and made a part hereof.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11. **Successors.** The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

12. **Tenant's Representations and Release of Landlord.** Tenant represents that it holds the entire tenant interest in the Lease and that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease. Tenant hereby represents and warrants to Landlord that there are no existing offsets, reductions or credits against rental payments due under the Lease as of the Effective Date hereof; and Tenant acknowledges and warrants that there are no existing

claims or causes of action against Landlord arising out of the Lease, or otherwise, nor are there any existing defenses which Tenant has as to the validity and enforcement of the Lease by Landlord. Therefore, Tenant hereby releases and discharges Landlord and all its affiliates and agents from any and all claims Tenant may now have arising in any way out of or relating to the Lease, based on events occurring prior to the date hereof.

13. **Executory Authority.** Each party executing this Agreement hereby represents and warrants that the individual(s) executing this Agreement on behalf of such party has/have full power and authority to bind such party to the terms hereof.

14. **Merger.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be modified or terminated except in writing by all parties hereto.

15. **Attorneys' Fees.** In the event that at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other(s) relating to this Agreement, then and in that event, the party(ies) not prevailing in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party.

////SIGNATURE PAGE TO FOLLOW////

IN WITNESS WHEREOF, this Agreement has been entered into by the parties as of the day and year first above written.

LANDLORD:

MACERICH DEPTFORD LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

THE COUNTY OF GLOUCESTER, NEW JERSEY,
a New Jersey government agency

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

New Lease Proposal

NEW LEASE IS NOT BY SQ FOOT BY ANNUALLY \$ AND 3% INCREASE

Aug - Dec 2018 rent will be y \$ 4,010.42 per mth. If 12 mth period would be \$48,125 annually but for these 5 mths is \$21,557.10
Starting Jan 2019 3% Increase each year

New Lease Estimates Macerich Deptford LLC - County Store									
Lease Date	Rent & Promo per Month (total BASE Lease expense/ # of mths in period)	Utilities (estimated increase 10% per year)	Total Monthly rent and utilities	Mths in Period	Total BASE Rent for lease period listed 3% INCREASE each year (as noted on the right)	Utilities total in Period	Total Lease expense for lease period listed 3% increase each year	Increase Calculations	
Aug-Dec 2018	\$ 4,010.42	\$ 301.00	\$ 4,311.42	5	\$ 20,052.10	\$ 1,505.00	\$ 21,557.10	\$48,125 + 1448.75 (3%) INCREASE	
Jan-Dec 2019	\$ 4,130.73	\$ 311.00	\$ 4,441.73	12	\$ 49,568.75	\$ 3,732.00	\$ 53,300.75	\$49,568.75+ 1487.06 (3%) INCREASE	
Jan-Dec 2020	\$ 4,254.65	\$ 321.00	\$ 4,575.65	12	\$ 51,055.81	\$ 3,852.00	\$ 54,907.81	\$51,055.81 +1591.67 (3%) INCREASE	
Jan-Dec 2021	\$ 4,382.29	\$ 331.00	\$ 4,713.29	12	\$ 52,587.49	\$ 3,972.00	\$ 56,559.49	\$52,587.49 + 1577.62 (3%) INCREASE	
Jan-Dec 2022	\$ 4,513.76	\$ 341.00	\$ 4,854.76	12	\$ 54,165.11	\$ 4,092.00	\$ 58,257.11	\$54,165.11 + 1624.95(3%) INCREASE / 12 * 7	
Jan- July 2023	\$ 4,649.17	\$ 351.00	\$ 5,000.17	7	\$ 32,544.20	\$ 2,457.00	\$ 35,001.20		
Total Cost of New lease Aug 2018- July 2023							\$ 279,583.47		

Current Lease ACTUAL INVOICED AND PAID EACH YEAR and current lease payment thru July 2018

Macerich Deptford LLC - County Store									
Lease Date	Rent & Promo Actual	Utilities Actual	Total Monthly rent	Mths in Period	Total BASE Rent for lease period listed	Yearly Utilities for lease period listed	Total Lease expense for lease period listed	Increase Calculations	
Aug-Dec 2013	\$ 3,463.54	\$ 250.00	\$ 3,713.54	5	\$ 17,317.71	\$ 1,250.00	\$ 18,567.71		
Jan-Dec 2014	\$ 3,463.54	\$ 258.00	\$ 3,721.54	12	\$ 41,562.50	\$ 3,096.00	\$ 44,658.50		
Jan-Dec 2015	\$ 3,602.08	\$ 285.00	\$ 3,887.08	12	\$ 43,225.00	\$ 3,192.00	\$ 46,417.00		
Jan-Dec 2016	\$ 3,607.30	\$ 287.00	\$ 3,894.30	12	\$ 43,287.60	\$ 3,444.00	\$ 46,731.60		
Jan-Dec 2017	\$ 3,739.31	\$ 306.00	\$ 4,039.31	12	\$ 44,871.72	\$ 3,600.00	\$ 48,471.72		
Jan- July 2018	\$ 3,888.88	\$ 310.00	\$ 4,198.88	7	\$ 27,222.16	\$ 2,170.00	\$ 29,392.16		
Total Cost of New lease Aug 2012- July 2018							\$ 234,238.69		

Total Increase over Lease Period (5 Years)

\$ 45,344.78

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

18-03929

NO.

ORDER DATE: 05/10/18
REQUISITION NO: R8-04271
DELIVERY DATE: 05/10/18
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

VENDOR #: MACER010

**V
E
N
D
O
R**

MACERICH DEPTFORD LLC
d/b/a DEPTFORD MALL
PO BOX 511315
LOS ANGELES, CA 90051-7870

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
5.00/EA	RENT FOR COUNTY STORE LEASE IS A 5 YEARS AUG 2018 THRU JULY 2023	8-01-26-310-001-20810 Building Rental	4,010.4200	20,052.10
5.00/EA	UTILITIES WATER AND SEWER \$49 ELECTRICITY \$252.00 ENCUBRANCE FOR AUG - DEC 2018 NEW LEASE WILL BE FROM AUG 2018 THRU JULY 2023 3% ANNUAL INCREASE IN JAN OF EACH LEASE YEAR	8-01-26-310-001-20810 Building Rental	301.0000	1,505.00
			TOTAL	21,557.10

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

RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2018 TO SEPTEMBER 30, 2018

WHEREAS, the County, through its Division of Senior Services, desires to apply for and obtain funding for an amount of \$1,500.00 through a "mini grant" from the New Jersey Department of Human Services, New Jersey Women, Infants and Children (WIC) Services; and

WHEREAS, the funding will enable the Division of Senior Services to help defray the costs associated with the provision of the Senior Farm Market Voucher Program, which provides Farm Market Vouchers to eligible seniors residing in the County; and

WHEREAS, the Board of Chosen Freeholders of the County deems this to be beneficial to the citizens of the County; and

WHEREAS, the grant period is from June 1, 2018 to September 30, 2018, for an amount of \$1,500.00; and

WHEREAS, the County's Division of Senior Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County Division of Senior Services has submitted the grant application to the County's Department of Treasury for review, and said Department has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

NOW, THEREFORE BE IT RESOLVED, by the Board of 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 is hereby authorized to attest to all documents necessary to apply to New Jersey WIC Services for a "mini grant" for the Senior Farm Market Voucher Program for an amount of \$1,500.00 from June 1, 2018 to September 30, 2018; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

BE IT FURTHER RESOLVED that the Gloucester County Department of Health and Human Services will be responsible for grant implementation.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 16, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board



State of New Jersey
DEPARTMENT OF HEALTH
 PO BOX 360
 TRENTON, N.J. 08625-0360
 www.nj.gov/health

PHILIP D. MURPHY
 Governor

SHEILA Y. OLIVER
 Lt. Governor

SHREEF M. ELNAHAL, MD, MBA
 Commissioner

April 26, 2018

Ms. Alexis Ford
 Accountant
 Division of Senior Services
 115 Budd Blvd
 West Deptford, New Jersey 08096

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Family Health Services intends to process your Grant application for amount of \$1,500. The award is contingent upon the fully executed award signed by the Department's Approval Officer and the availability of funds. This award will be effective for the grant period June 1, 2018 through September 30, 2018.

Please consider this letter as notice of the Department's intent to fund in accordance with the legal provisions of such grant, and that the Notice of Grant Award document will be processed as soon as possible.

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

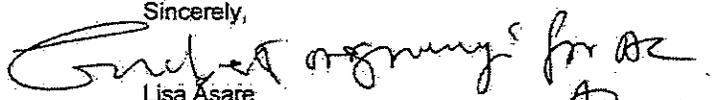
The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

Project Category	Funding Amount	Budget Period
	\$1,500	June 1, 2018 to September 30, 2018
Total	\$1,500	

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any current grant objectives, if applicable. **Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE).** "Terms and Conditions" as well as Cost Controlling Initiatives will apply and may be found under "Management Activities" within each application. SAGE can be accessed at njsage.intelligrants.com. **Paper applications will not be accepted.** SAGE will be open for Senior Farmers' Market Nutrition Program applications on April 3, 2018 and close on May 4 2018..

If you have any questions or are in need of assistance, contact Dorothy Ngumezi, Program Management Officer at 609-292-9560 or Kelly Kirkpatrick, Grant Management Officer at 609-984-1315.

Sincerely,


 Lisa Asare
 Assistant Commissioner

cc: SAGE Application
 Lindsey Mason, Fiscal Management
 Electra Moses, Service Director
 Dorothy Ngumezi, Program Management Officer
 KellyKirkpatrick, Grant Management Officer

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: April 23, 2018

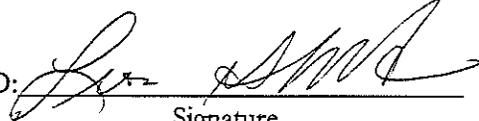
1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____
 2. GRANT TITLE: Senior Farmer's Market Nutrition Program
 3. GRANT TERM: FROM: 6-1-2018 TO: 9-30-2018
 4. COUNTY DEPARTMENT: Division of Senior Services
 5. DEPT. CONTACT PERSON & PHONE NUMBER: Brian Carey, 856-686-8327
 6. NAME OF FUNDING AGENCY New Jersey WIC Services
 7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): State grant funding of \$1,500, which will enable WIC Services to enhance the lives of the low-income senior citizens of New Jersey. The funding will enable Division of Senior Services to maintain service and defray the costs of service delivery of the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors, residing in Gloucester County.
 8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT
<u>Brian Carey</u>	<u>\$1,450.</u>
 9. TOTAL SALARY CHARGED TO GRANT: \$1,450.
 10. INDIRECT COST (IC) RATE: N/A %
 11. IC CHARGED TO GRANT \$ none- prohibited by grantor
 12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A
 13. DATE APPLICATION DUE TO GRANTOR 5/01/2018
-

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$ 1,500.00</u>	
CASH MATCH	<u>\$ _____</u>	<u>_____</u> (Attach Documentation)
IN-KIND MATCH	<u>\$ _____</u>	<u>_____</u>
TOTAL PROGRAM BUDGET: <u>\$1,500.00</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES X NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO COUNTY TREASURER DEPARTMENT, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.
 Yes

DEPARTMENT HEAD: 
 Signature

DATE: 4/22/18

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

Revised: 9/22/03
 Salaries 101 \$1,450.00
 Printing 275 50.00

RECEIVED

MAY - 1 2018

BUDGET AMENDMENT FORM

TREASURER'S OFFICE

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: April 23, 2018

1. GRANT TITLE: Senior Farmer's Market Nutrition Program

2. DEPARTMENT: Senior Services

3. GRANT ID NUMBER: STATE: DFHS18WMMN009

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Dorothy Ngumezi

5. FUNDING AGENCY PHONE NUMBER: 609-292-9560

6. GRANT AMOUNT: \$ 1,500.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$1,500.00

8. CONTRACT PERIOD: FROM: 6-1-18 TO: 9-30-18

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: X

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

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

LIST DATES REPORTS ARE DUE: N/A

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 : This is a renewal for 2018, of a mini grant offered, for the first time in 2007, by New Jersey WIC Services, at this time, it appears the grant will continue in future years.
13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Grant funding will enable the Division of Senior Services to maintain service and defray the cost of service delivery of the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors, residing in Gloucester County
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: [Signature]
 Signature

DATE: 4/22/18

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

Revised: 9/22/03

Salaries 101 \$1,450.00
 Printing 275 50.00

**RESOLUTION AUTHORIZING AN AFFILIATION AGREEMENT WITH ROWAN
UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE FOR CLINICAL TRAINING
SERVICES FROM MAY 1, 2018 TO APRIL 30, 2019**

WHEREAS, Rowan University offers instruction in Osteopathic Medicine, and as part of its medical education seeks relevant, supervised, rotational internships in selective areas of study for its medical students, including clinical instruction in the area of forensic medicine; and

WHEREAS, County, through its Department of Health and Human Services manages the combined Gloucester/Camden/Salem County Medical Examiner's Office under a Shared Services Agreement between the counties; and

WHEREAS, Rowan's School of Osteopathic Medicine wishes to offer its students mentored internship opportunities in the area of forensic science and pathology within County's Office of the Medical Examiner; and

WHEREAS, County, through its Department of Health & Human Services, agrees to provide such observational clinical services to Rowan medical interns on a rotational basis under the supervision of its Medical Examiner.

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 the execution of all documents required to effectuate an Affiliation Agreement with Rowan University School of Osteopathic Medicine for the provision of clinical training services in the area of forensic medicine at its Office of the Medical Examiner, for the one (1) year period commencing May 1, 2018 and ending April 30, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 16, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AFFILIATION AGREEMENT
BY AND BETWEEN
THE COUNTY OF GLOUCESTER
AND
ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE
FOR THE PROVISION OF CLINICAL TRAINING SERVICES**

THIS AFFILIATION AGREEMENT is made effective this 1st day of May, 2018, between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, through its Department of Health & Human Services and its Office of the Medical Examiner, located at 204 East Holly Ave., Sewell, NJ 08080 (hereinafter referred to as “County” or “Host Facility”) and **Rowan University**, a public research university within New Jersey’s Higher Education System, having administrative offices at 201 Mullica Hill Road, Glassboro, New Jersey 08028, (hereinafter referred to as “University”); for the education of certain students enrolled in Rowan University School of Osteopathic Medicine.

RECITALS

WHEREAS, University offers instruction in Osteopathic Medicine, and as part of its medical education seeks relevant, supervised, rotational internships in selective areas of study for its medical students, including clinical instruction in the area of forensic medicine; and

WHEREAS, County, through its Department of Health & Human Services manages the combined Gloucester/Camden/Salem County Medical Examiner’s Office under a Shared Services Agreement between the counties; and

WHEREAS, University wishes to offer its students mentored experiential internship opportunities in the area of forensic medicine within County’s Office of the Medical Examiner; and

WHEREAS, County, through its Department of Health & Human Services, agrees to provide such clinical educational services by hosting University’s student interns on a rotational basis under the direction of its Medical Examiner; and

WHEREAS, County and University are mutually desirous to establish and maintain a formal relationship for the provision of such on-site medical training; and

WHEREAS the purpose of this Affiliation Agreement to identify the mutual responsibilities and expectations of University and Host Facility.

NOW THEREFORE, in consideration of the mutual promises, covenants and other considerations, the County of Gloucester and Rowan University School of Osteopathic Medicine (together the “parties”) agree to the terms and conditions of this Affiliation Agreement, as set

forth below, for the provision of clinical training in the area of forensic medicine, within and under the supervision of the Gloucester/Camden/Salem County Medical Examiner's Office.

***AFFILIATION AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER
AND ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE***

TERMS AND CONDITIONS

1. **General Information:**

- A. Host Facility will accept students enrolled in University's School of Osteopathic Medicine for supervised observational instruction in the field of forensic medicine.
- B. The duration of students' clinical rotations within Medical Examiner's Office shall be of such duration as agreed upon in writing by the University and Host Facility at least ten (10) days prior to commencement of each rotation.
- C. The number of students eligible to participate in the rotations at Host Facility shall be as mutually determined by agreement of the parties and may be altered by mutual consent. Host Facility reserves the right, in its sole discretion, to reject any student proposed by University for clinical training under this Agreement with prejudice.
- D. University and Host Facility will not discriminate against any person engaged in the work required to produce the services and programs covered by this Agreement, or against any student applicant for such services because 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.
- E. The parties to this Agreement further agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereto, as the same may be amended or modified, are hereby made a part of this Agreement and are binding upon them.
- F. University will not be obligated to compensate Host Facility for any of the activities, services, or facilities provided for under this Agreement. In turn, Host Facility will not be obligated to compensate University for any services provided by University relevant to the performance of this Agreement.
- G. It is expressly agreed and understood between the parties that students accepted by Host Facility for instructional training pursuant to this Agreement, are not employees, agents or representatives of the County of Gloucester, and are accepted for participation in clinical studies solely in the furtherance of his/her professional education.

- H. Under this Agreement, both University and Host Facility shall continue to be autonomous entities and shall be governed independently by their respective ***AFFILIATION AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE***

governing bodies and administrations except insofar as this Agreement specifically states to the contrary.

2. Responsibilities of University:

- A. University shall provide the basic academic preparation of the students through classroom instruction and laboratory practice, and will assign to Host Facility only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum.
- B. University will designate a Clinical Coordinator to plan and evaluate with designated Host Facility personnel, specifics of the clinical education program as outlined in 1 above.
- C. University will provide to appropriate personnel at Host Facility a list of University students to receive clinical training at least ten (10) days prior to commencement of instruction at Host Facility.
- D. University shall provide the staff of Host Facility's clinical department with opportunities to participate in the development of specific educational objectives for each student experience as well as in the joint planning and evaluation of these experiences.
- F. Liability Insurance

University is an agency of the State of New Jersey. Any agreement signed, or any action, act, failure to act or any other similar undertaking on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.), and the availability of appropriations.

The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees as covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional error and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties.

Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, NJ 08625.

AFFILIATION AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE

3. Responsibilities of Host Facility:

- A. Host Facility shall provide clinical instruction and supervision of University's medical students by qualified personnel who meet the standards of recognized professional accrediting agencies or state agencies. Host Facility shall designate in writing to the University the name and professional academic credentials of staff members participating in educating University's students.
- B. Designated Host Facility personnel and University's Clinical Coordinator for the School of Osteopathic Medicine shall jointly plan and evaluate the clinical experience.
- C. Host Facility shall provide immediate emergency medical assistance to participating students or University faculty in any instance of injury or illness, at the expense of faculty or student interns.
- D. Host Facility will permit University faculty and participating students to utilize its parking or available facilities as agreed between the parties.
- E. Host Facility's Liability Insurance
 - 1. Host Facility shall maintain comprehensive general liability insurance including professional liability coverage for its employees and agents performing activities under this Agreement with limits of coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. At the commencement of this Agreement, Host Facility shall submit to University evidence of its compliance with this provision of the Agreement.
 - 2. Host Facility affirms that its medical and professional staff will maintain comprehensive general liability insurance in an amount not less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.

4. Responsibilities of the Students:

- A. Students of University shall, at all times, follow the rules and regulations established by Host Facility, and shall do so under the specific instruction of its supervisory personnel. Host Facility reserves the right, in its sole discretion, to immediately remove from Host's facilities any student deemed disruptive to the instructional process or posing a threat to others.

- B. Each student shall provide evidence that his/her own health care is covered in the event of sickness or accident by appropriate insurance policy.

***AFFILIATION AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER
AND ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE***

- C. In accordance with applicable law, Host Facility is obligated to ensure full privacy and confidentiality of all case investigations/autopsy records. Students will sign a non-disclosure/confidentiality statement and agree not to discuss or disclose any case related information, findings, photos or discussions.
- D. University students are required to comply with University's policies on student immunizations and health requirements.

5. Criminal Background Checks for Students:

If Host Facility requires evidence of criminal background checks for students engaged in training covered under this Agreement, Host Facility agrees that it will either permit University students to participate in training based on University's affirmative statement that a criminal background check with outcome deemed acceptable by University was completed either at the time of admission or prior to the student's enrollment in clinical rotations, or conduct its own criminal background check on each student at its sole expense.

6. Term of Agreement:

- A. The term of this Agreement shall be for the one year period from May 1, 2018 to April 30, 2019. This Agreement shall thereafter automatically renew for similar successive one year periods, unless either party to this Agreement shall notify the other party, in writing, not less than ninety (90) days prior to the expiration or renewal date of the Agreement, of their desire to non-renew. Such written notice shall be sent by facsimile or certified mail, return receipt requested, to the addresses set forth below:

To University:

Joseph F. Scully, Jr.
Senior Vice President for Finance & Chief Financial Officer
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With a copy to:

Thomas A. Cavalieri, D.O., Dean
Rowan University School of Osteopathic Medicine
1 Medical Center Drive

Stratford, New Jersey 08084

***AFFILIATION AGREEMENT BY AND BETWEEN THE COUNTY OF
GLOUCESTER AND ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE***

To Host Facility:

Tamarisk Jones, Director
Gloucester County Department of Health & Human Services
Office of the Medical Examiner
204 East Holly Ave.
Sewell, NJ 08080

- B. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. Upon early termination, a student currently receiving clinical training at Host Facility will be provided with a reasonable amount of time to complete his or her clinical rotation.

7. Entire Agreement:

It is the intent and understanding of the parties to this Agreement that each and every provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.

8. Governing Law:

This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

9. Warranties:

- A. The undersigned warrants and represents that this Agreement has not been solicited or secured, directly and indirectly in a manner contrary to the law of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly and indirectly to any State employee, officer or official.

- B. Host Facility warrants and represents that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

***AFFILIATION AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER
AND ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE***

10. Compliance:

- A. In the event that either party to this Agreement believes that any provision of this Agreement or the performance thereof is or might (i) be or result in the violation of any statute, rule, regulation, or administrative or judicial decision, or (ii) jeopardize such party's tax exempt status, its accreditation, or its eligibility to participate in federal healthcare programs, such party shall have the right to propose an amendment to this Agreement, which, in such party's judgment, would be necessary to prevent such violation or jeopardy. In the event the other party declines to amend this Agreement, in accordance with such proposed amendment within thirty (30) days after such other party receives such proposal in writing, then this Agreement shall terminate immediately upon written notice of termination by the party proposing such amendment.

- B. Pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Public Law 104-191) applicable to the privacy rights of decedents, 45 CFR 160.103, the Office of the Medical Examiner is a HIPAA covered entity that maintains health and medical records, files, diaries or photographs that contain identifiable health information on deceased individuals. The HIPAA Privacy Rule protects a decedent's health information to the same extent as living individuals. As such the Office of the Medical Examiner will prohibit student access to decedents' individually identifiable health information, including photos and personal files. Therefore, all forensic instruction covered by this agreement will be observational in nature without reference to personal health records. Additionally, to extend HIPAA privacy protections, students may not photograph, record or reproduce materials deemed by the Office of the Medical Examiner to be private, confidential or proprietary in nature.

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused this Agreement to be executed by their respective authorized representatives

ATTEST:

GLOUCESTER COUNTY

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

**ROBERT M. DAMMINGER,
DIRECTOR**

WITNESS:

ROWAN UNIVERSITY:

**JOSEPH F. SCULLY, JR.,
SENIOR VICE PRESIDENT &
CHIEF FINANCIAL OFFICER**