

AGENDA

6:30 p.m. Wednesday, October 17, 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 October 3, 2018.

PROCLAMATIONS

P-1 Proclamation in Honor of Harold H. Spence, Jr., Director of Consumer Protection Upon His Retirement - Gloucester County (to be presented) (Barnes)

P-2 Proclamation in recognition of Gloucester County's Kill #7 Heirloom Tomato Developed by Farmer Willard B. Kille, Swedesboro, NJ (previously presented) (DiMarco)

P-3 Proclamation celebrating Lamatek on its 35th Anniversary in Business (1983-2018) (previously presented) (Simmons)

P-4 Proclamation in honor of Kemble Memorial United Methodist Church of Woodbury, NJ 130th Anniversary Celebration 10/6/18 (previously presented) (Jefferson)

P-5 Proclamation proclaiming October Domestic Violence Awareness Month (previously presented) (Jefferson)

P-6 Proclamation recognizing David B. Devault outstanding senior volunteer Gloucester County 2018 (previously presented) (Jefferson)

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

INTRODUCTION

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LOAN REVENUE BONDS (ROWAN UNIVERSITY PROJECT), SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$62,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ONE OR MORE SERIES IN ORDER TO FINANCE THE CONSTRUCTION OF NEW FACILITIES AND RENOVATION OF EXISTING FACILITIES FOR ROWAN UNIVERSITY LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This ordinance provides for the guaranty of certain bonds to be issued by The Gloucester County Improvement Authority in an amount not to exceed \$62,000,000. The proceeds of the bonds will be loaned to Rowan University for the construction of a new academic building and the renovation of other existing facilities. To the extent that Rowan is unable to make a payment to the Authority in an amount sufficient to pay the debt service on the bonds, the County would be obligated to levy ad valorem taxes on all taxable property to provide for such debt service.

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER, 2018.

The Treasurer of Gloucester County submits the bill list for September 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.

- VICTIMS OF CRIME ACT (VOCA) - \$387,390.00 - The VOCA grant partially funds the salaries of employees working in the GC Prosecutor's Office Victim/Witness Unit. The Unit provides services mandated by the New Jersey Crime Victims Bill of Rights under NJSA 52:4B-36 for victims of violent crimes in Gloucester County.
- FY18 HOMELAND SECURITY GRANT - \$209,664.00 - This grant enhances the County's ability to prevent, protect against, respond to and recover from acts of terrorism, disasters and emergencies and helps build, sustain and maintain national preparedness capabilities.
- HAVA ELECTIONS SECURITY GRANT - \$100,000.00 - The State of New Jersey announced it will use funds from this grant to establish a Voter Verified Paper Audit Trail (VVPAT), voting machine Pilot Program. This pilot program will afford the County the opportunity to purchase and test new VVPAT voting systems. The goal of this pilot program is to assist counties to begin the process of transitioning from our current paperless voting system to a new voting system that produces a voter verifiable paper record of each vote cast. Budget amendment subject upon approval of application.
- FY18 USDA SECTION 533 HOUSING PRESERVATION GRANT - \$59,152.00 - This funding will be used for owner occupied rehabilitation activities that benefit individuals/households with incomes below 50% of the area median income. The funds are used in rural areas in towns whose population does not exceed 20,000. It is anticipated that 10-12 homes can be rehabilitated.
- AREA PLAN GRANT (Modification) - \$1,504.00 - This is the mid-year distribution to the 2018 Area Plan Contract increasing the Plan by \$1,504.00. This distribution will allow us to fully fund the contract obligations we have with outside service providers and with other county departments.

A-3 RESOLUTION AUTHORIZING RENEWAL OF MEMBERSHIP IN THE NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND.

This Resolution authorizes execution of the Indemnity and Trust Agreement and all necessary documents to effectuate the County Insurance Commission's intent to renew its membership with the New Jersey Counties Excess Joint Insurance Fund (NJCE JIF) for a three-year period beginning January 1, 2019.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE 2018 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY GRANT FROM THE NEW JERSEY DEPARTMENT OF STATE DIVISION OF ELECTIONS, IN AN AMOUNT UP TO \$100,000.00.

The State of New Jersey announced it will use funds from the 2018 HAVA Election Security Grant to establish a Voter Verified Paper Audit Trail (VVPAT), voting machine, Pilot Program. This pilot program will afford the county the opportunity to purchase and test new VVPAT voting systems. The goal of this pilot program is to assist counties to begin the process of transitioning from our current paperless voting system, to a new voting system that produces a voter verifiable paper record of each vote cast.

B-2 RESOLUTION TO CONTRACT WITH ELECTION SYSTEMS AND SOFTWARE, LLC TO PURCHASE ELECTION HARDWARE, SUPPORT, AND SERVICES, FOR \$99,699.50.

Resolution to contract with Election Systems and Software to purchase election hardware, support, and services, for \$99,699.50. The services 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)(j). C.A.F. 18-08600 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2018 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$209,664.13 WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2018 TO AUGUST 31, 2021.

This Homeland Security Grant Program will enhance the County's abilities to prevent, protect, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies. The grant will enhance communications and safety of special teams. It will fund some of the following items: Public Warning Notification System (Everbridge), Auto License Plate Recognition Systems, Emergency Management (Emergency Operations Center), SWAT, and Hazardous Materials Response Team.

B-4 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO TMA OPERATIONS, LLC, FOR \$360,713.00.

Resolution authorizing the remounting of four (4) ambulances on 2019 Ford E450 Chassis for use by the Gloucester County Department of Emergency Management EMS Division. The Purchasing Department sent out a bid request PD-018-058 and it is recommended that the contract be awarded to TMA Operations, LLC. C.A.F. #18-08211 has been obtained to certify funds.

B-5 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY THROUGH STATE CONTRACT #A82583 IN AN AMOUNT NOT TO EXCEED \$75,000.00, FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019.

The County's total aggregate for Verizon Wireless Services for all county offices will not exceed \$75,000.00 annually. This figure includes cell phones charged to State & Federal Grant Programs.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACTS WITH SIGNAL CONTROL PRODUCTS, INC., GENERAL TRAFFIC EQUIPMENT CORP., AND TRAFFIC PARTS, INC. FROM OCTOBER 17, 2018 to OCTOBER 16, 2019 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$754,633.00

This Resolution authorizes split contracts for the supply and delivery of traffic signal parts and components as per PD-018-055 from October 17, 2018 to October 16, 2019 to:

- Signal Control Products, Inc. in an amount not to exceed \$689,912.50.
- General Traffic Equipment Corp. in an amount not to exceed \$26,400.00.
- Traffic Parts, Inc. in an amount not to exceed \$38,320.50.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH ATLANTIC SALT, INC. FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$1,500,000.00.

This Resolution authorizes a one-year contract with Atlantic Salt, Inc. for the supply and delivery of rock salt as per PD-18-050 from November 1, 2018 to October 31, 2019 in an amount not to exceed \$1,500,000.00.

C-3 RESOLUTION AUTHORIZING AN APPLICATION FOR THE FY 2018 USDA HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$59,152.34

This Resolution authorizes the execution of all documents related to the application and acceptance of the Housing Preservation Grant. The US Department of Agriculture through the Rural Housing Service annually solicits competitive applications for this grant. The funding will be utilized for owner occupied rehabilitation activities for eligible individuals/households in repairing and rehabilitating their homes in qualified rural areas within the County.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY SAFE HAVEN LLC FOR \$604,583.75.

This Resolution authorizes the purchase of the development rights on properties in the Township of South Harrison, known as Block 3, Lot 6, consisting of 61.850 acres, owned by Safe Haven LLC, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$9,775.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in an upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$4,250.00 for T.W. Sheehan Associates and \$4,100.00 for Steven Bartelt. The property is contiguous to more than 100-acres of previously preserved farmland and is in close proximity to more than 1,000-acres of previously preserved farmland and open space. CAF# 18-08512 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A TWO YEAR LEASE EXTENSION TO GEORGE LEWIS, JR. FROM OCTOBER 20, 2018 TO OCTOBER 19, 2020 IN THE AMOUNT OF \$7,001.00 PER YEAR.

This Resolution authorizes a two (2) year Lease extension to George Lewis, Jr. from October 20, 2018 to October 19, 2020, as per PD-16-050, for the rental of 70 acres of County-owned property in the Township of Elk. Mr. Lewis will pay the County a total amount of \$7,001.00 per year for rental of the property for agricultural use.

F-2 RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC., FROM OCTOBER 17, 2018 TO OCTOBER 16, 2019 FOR \$53,150.00.

This Resolution authorizes a Contract with Patriot Roofing, Inc., for the supply and delivery of materials and equipment for roof replacement to Building E at the Clayton Complex, in the amount of \$53,150.00, per bid spec PD-18-057, for the period October 17, 2018 to October 16, 2019. CAF # 18-08389 has been obtained to certify funds.

F-3 RESOLUTION AUTHORIZING A CONTRACT WITH SEAMLESS FLOORING SYSTEMS, INC., FOR \$71,900.00.

This Resolution authorizes a Contract with Seamless Flooring Systems, Inc., to provide and install Dex-O-Tex flooring at the Animal Shelter addition, for \$71,900.00, per PD-18-061, from October 17, 2018 until completion of the project. CAF # 18-08513 has been obtained to certify funds.

F-4 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH CENTRAL POLY CORPORATION FROM OCTOBER 20, 2018 TO OCTOBER 19, 2020 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR.

This Resolution extends a Contract with Central Poly Corporation for a period of two years for the supply and delivery of trash bags to the County. This Contract was originally entered into on October 19, 2016 and allows for a two (2) year extension. Vendor shall be compensated in an amount not to exceed \$20,000.00 per year, as per PD-16-051.

F-5 RESOLUTION AUTHORIZING EXTENSION TO A CONTRACT WITH CORE MECHANICAL, INC. FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019 FOR AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution extends the Contract with Core Mechanical, Inc., 7905 Browning Road, Suite 110, Pennsauken, NJ 08109, for full service heating and air conditioning maintenance and emergency repair services for various Gloucester County buildings. Contract was originally awarded under PD-15-046 and entered into on October 21, 2015. This Resolution exercises the County's option to extend the Contract for the one (1) year period from November 1, 2018 to October 31, 2019, for an amount not to exceed \$500,000.00.

F-6 RESOLUTION AUTHORIZING APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$185,323.00 FROM THE INSURANCE FRAUD REIMBURSEMENT PROGRAM FOR GRANT PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2019.

This Resolution will authorize an application with the NJ Division of Criminal Justice, Office of the Insurance Fraud Prosecutor and acceptance of grant funds which will pay the salary of one detective and the partial salary of an assigned assistant prosecutor and support staff in the County Prosecutor's Insurance Fraud Unit. The objective of the Program is to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs. More recently, the focus is on narcotics and insurance fraud, consumer application fraud, and fraudulent insurance documents presented to the two Gloucester County Motor Vehicle Commission offices.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, October 3, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

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

Changes to the Agenda

Approval of the regular meeting minutes from September 19, 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

PROCLAMATIONS

51408 Proclamation honoring the All Out Pack 12 and Under Baseball Team (presented) (Chila)

51409 Proclamation celebrating Triad Associates on its 40th Anniversary in Business (1978-2018) (presented) (Simmons)

51410 Proclamation in recognition of Matthew C. Johnson for achieving Rank of Eagle Scout. (Previously Presented) (Chila)

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

51411 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

51412 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX NUMBER T2581.

	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

51413 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING THE PAULSBORO PORT SPINE ACCESS ROAD.

	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

51414 RESOLUTION INCREASING THE CONTRACT WITH OPTIV SECURITY, INC. BY \$19,401.68 FOR A TOTAL AMOUNT OF \$46,912.57 THROUGH JULY 15, 2019.

	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

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

51415 RESOLUTION REVISING THE SPEED LIMITS ON COUNTY ROUTE 551, IN THE TOWNSHIPS OF WOOLWICH, EAST GREENWICH, WEST DEPTFORD, THE BOROUGH OF SWEDESBORO AND THE CITY OF WOODBURY.

	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

51416 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 18-DT-BLA-771 WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE WASHINGTON/MONROE TOWNSHIP BICYCLE CONNECTOR PROJECT.

	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

51417 RESOLUTION AUTHORIZING A CONTRACT WITH T & M ASSOCIATES FOR \$287,456.00.

	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

51418 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2019 CHEVROLET CARGO VAN FROM MALL CHEVROLET, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$22,015.00.

	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

51419 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2018 DODGE JOURNEY FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$17,999.99.

	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

51420 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) WITH KANE COMMUNICATIONS.

	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**

51421 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ROGER E. ENNIS AND KARIN M. ENNIS FOR \$104,139.00.

	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: N/A

51422 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY MELISSA LESHAY GILMORE, JONATHON GILMORE, SAMUEL P. LESHAY AND CAROLE V. LESHAY, FOR \$166,720.00.

	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: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

51423 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATED MAINTENANCE SERVICES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FOR \$59,750.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

	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**

51424 RESOLUTION AUTHORIZING ACCEPTANCE OF THE RADON AWARENESS PROGRAM GRANT FOR THE REIMBURSEMENT AMOUNT OF \$2,000.00 FROM OCTOBER 1, 2018 TO JUNE 30, 2019.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Dr. Martin spoke regarding an incident that occurred at the senior picnic that she wanted to bring to the freeholder attention. Dr. Martin also spoke regarding an individual who volunteers for senior services.

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: 7:01

~ In Honor of ~
Harold H. Spence, Jr.
Director of Consumer Protection
Upon His Retirement - Gloucester County

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Harold H. Spence, Jr.**, Director of the Gloucester County Department of Consumer Protection, after 19 years of outstanding and meritorious service to the residents of Gloucester County, New Jersey; and

WHEREAS, the Gloucester County Office of Consumer Protection is dedicated to providing its citizens, business community and all who traverse its borders with quality service in addressing consumer concerns and closely collaborates with other agencies to make Gloucester County a better place to live, work and do business. With 2 divisions: Consumer Affairs, and Weights and Measures, investigators continually prepare themselves through education and training to meet the growing demands of the community and the consumer affairs and weights and measures profession; and

WHEREAS, a lifelong resident of Gloucester County, **Harold Spence** received his certification from the State of New Jersey to be a certified investigator in 2004. In 2010, he was elected President of CAMCA (County and Municipal Consumer Agencies) where he spearheaded the organization's mission to streamline the working relationship with both the State Legislatures and Assembly. **Harold Spence** also worked closely with the State Office of Consumer Affairs to host the Gloucester County Consumer Bowl, an educational program that recognizes high school students for their knowledge of the State's Consumer Fraud Act and Title 51 of Weights and Measures Statutes. Additionally, **Harold Spence** provided oversight to annual Shredding Events protecting residents of Gloucester County from identity theft; and

WHEREAS, the Board of Chosen Freeholders would like to recognize and thank **Harold Spence** for his dedication and commitment to the residents of Gloucester County and extend their best wishes for a healthy, prosperous and fulfilling retirement.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **do hereby honor and recognize Harold H. Spence, Jr. upon his retirement from the Department of Consumer Protection with special appreciation for his outstanding service to the residents of Gloucester County over the past nineteen years.**

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 17th Day of October, 2018.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: _____
 Laurie J. Burns
 Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Recognition Of ~

Gloucester County's Kille #7 Heirloom Tomato
Developed by Farmer Willard B. Kille, Swedesboro, NJ

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize and pay special tribute to the development of the Kille #7 tomato by Farmer Willard B. Kille, Swedesboro, NJ; and

WHEREAS, two of the major farm crops raised in the first half of the 20th century were asparagus and tomatoes; and

WHEREAS, one of the earliest tomato research farms in the county was located in Swedesboro, New Jersey. The owner of the research farm was Willard B. Kille and his most successful tomato was known as Kille #7; and

WHEREAS, Willard B. Kille was rewarded for his contributions to the Science of Agriculture and received the high honor as a "Master Farmer" with a medal presented by Governor-Elect Franklin D. Roosevelt of New York on December 30, 1928; and

WHEREAS, Willard B. Kille was awarded the Citation for "Distinguished Service to New Jersey Agriculture" in 1953. Since 1932, this award has been given to recognize and honor, those individuals who have made outstanding contributions of public service to New Jersey agriculture; and

WHEREAS, in the 1960's, the Kille #7 tomato was known as one of the finest tomatoes grown in Gloucester County and was a leading commercial variety in many parts of the country; and

WHEREAS, Jeff Quattrone of the Library Seed Bank is working with his alma mater, Stockton University, on a farming oral history project and an Ark of Taste Seed Library. Jeff found the heirloom seeds and is growing the Kille #7 tomato at the Woodbury Community Garden with the hopes of bringing this locally sourced seed to the Woodbury Seed Library for next year's tomato season.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and acknowledge the development of Gloucester County's Kille #7 Heirloom Tomato.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of September, 2018.

Handwritten signature of Giuseppe (Joe) Chila

Giuseppe (Joe) Chila
Freeholder Deputy Director

Handwritten signature of Robert M. Damminger

Robert M. Damminger
Freeholder Director

Handwritten signature of Lyman Barnes

Lyman Barnes
Freeholder

Handwritten signature of Daniel Christy

Daniel Christy
Freeholder

Handwritten signature of Frank J. DiMarco

Frank J. DiMarco
Freeholder

Handwritten signature of James B. Jefferson

James B. Jefferson
Freeholder

Handwritten signature of Heather Simmons

Heather Simmons
Freeholder

Handwritten signature of Laurie J. Burns

Attest: Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

CELEBRATING
LAMATEK

ON ITS 35TH ANNIVERSARY IN BUSINESS
1983-2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Lamatek on its 35th anniversary in business; and

WHEREAS, Lamatek was founded in October 1983 by two friends, Kyle Larsson and Bob Carlson, in an 1,800 square foot garage in Kresson, NJ. With backgrounds in finance and manufacturing, they built a company that fulfills a unique need for a variety of industries in manufacturing custom converted tapes, seals, gaskets and other flexible materials; and

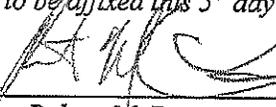
WHEREAS, in 1986, Lamatek moved to a 3,000 square foot facility in Cinnaminson, NJ and in 1988 invested in an independent sales representative for window and door products, new equipment and manufacturing infrastructure; and

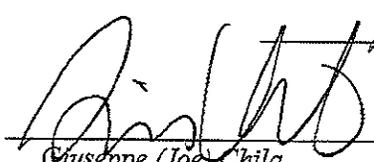
WHEREAS, in 1991, Lamatek lost one of its principal founders, Kyle Larsson, in a tragic accident. The close-knit company pulled together and continued to incorporate Kyle's business philosophy as well as his commitment to serving its employees. This is evident as Lamatek's executive team includes its employees in all aspects of their business, from production and manufacturing ideas to their implementation. In 2005, Lamatek moved to West Deptford and in 2017 expanded to a 92,000 square foot manufacturing facility; and

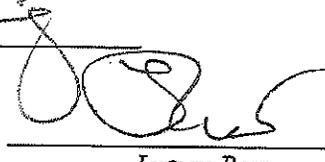
WHEREAS, Lamatek is a member of the Gasket Fabricators Association and a founding member of the New Jersey chapter of Women in Manufacturing. Lamatek maintains a solid commitment to its vendors and customers through quality, excellence and outstanding service. They are a shining example of a company that gives back to its community and strives to build the local economy by hiring local talent and cultivating a workplace that is beneficial to everyone who walks through its doors.

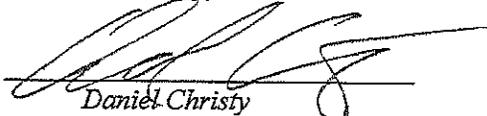
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Lamatek on its 35th anniversary in business.

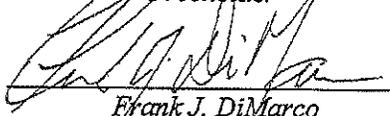
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of October 2018.

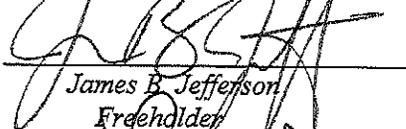

Robert M. Damminger
Freeholder Director

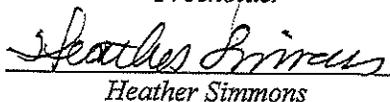

Giuseppe (Joe) Chila
Freeholder Deputy Director

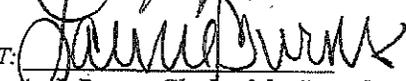

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders Proclamation

~In HONOR of~

**Kemble Memorial United Methodist Church of Woodbury, NJ
130th Anniversary Celebration
October 6, 2018**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Kemble Memorial United Methodist Church** on its 130th Anniversary. A special celebration will held on Saturday, October 6, 2018 to honor and commemorate one of Gloucester County's oldest and most historic churches; and

WHEREAS, in 1888, the **Kemble Memorial United Methodist Church** opened its iconic doors at 19 South Broad Street, Woodbury, NJ. The church's namesake is Elizabeth Kemble, whose son, Woodbury resident William H. Kemble, prospered as a traction company magnate and philanthropist. William built **Kemble Memorial United Methodist Church** for \$100,000 on the site of the city's popular skating rink and ice cream parlor; and

WHEREAS, the congregation of **Kemble Memorial United Methodist Church** has been served with wonderful pastors. In 1912, Reverend A.H. Lucas served as Pastor when the church steeple was struck by lightning, one of the five reported times. Reverend W. Neal Raver served from 1952-1972 and is known to be the longest serving Pastor. In tribute, the church renamed their social room to Raver Hall in 1976. Pastor Robert Ralph is the 2nd longest serving Pastor, having lead **Kemble** congregation from 1997-2010; and

WHEREAS, **Kemble Memorial United Methodist Church**, while its high steeple and gothic design serve as a central landmarks to locals, the ministry itself is better known as "the church in the heart of the city with the city in its heart" shares Reverend Dr. Michael Harriott, who has served as Pastor since 2010. The church offers numerous ministries including all year long Free Community Lunch, held every third Saturday for families and individuals in need, and Addiction Recovery ministry. In the winter, Clothing Giveaways are held, supplying warm clothing to men, women and children in the community. In the summer, a free Youth Music Camp and an Annual Prayer Clinic welcome all Christians to pray and seek the face of God.

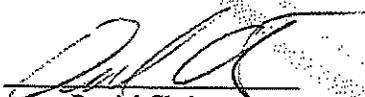
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize **Kemble Memorial United Methodist Church** on celebrating its 130th Year Anniversary.

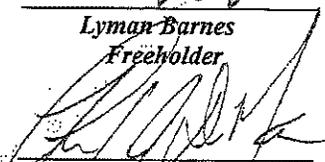
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of October, 2018.

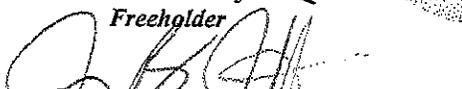

Giuseppe (Joe) Chila
Freeholder Deputy Director

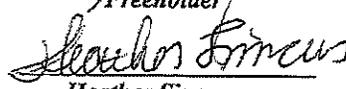

Robert M. Damming
Freeholder Director

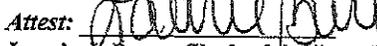

Lyman Barnes
Freeholder

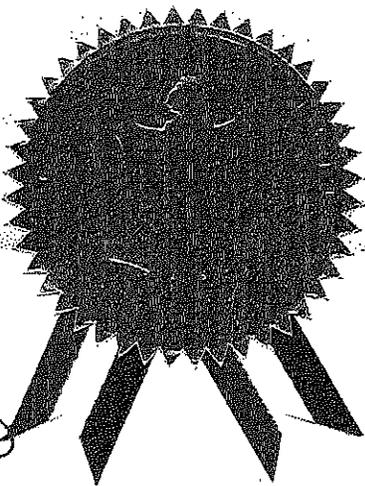

Daniel Christy
Freeholder


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

PROCLAIMING OCTOBER

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to proclaim **October** as **Domestic Violence Awareness Month** in Gloucester County; and

WHEREAS, it is the intention of the County of Gloucester to focus attention on noteworthy occasions and individuals; and

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

WHEREAS, **Center For Family Services; Services Empowering Rights of Victims (SERV)** program is leading the Gloucester County community in its advocacy, and is observing **Domestic Violence Awareness Month** throughout **October, 2018** by providing a variety of educational events; and

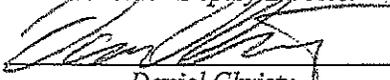
WHEREAS, nationally, domestic violence is widespread and affects over 4 million Americans each year; nearly 1 in 4 women and 1 in 7 men have suffered from domestic violence by an intimate partner. All people deserve to feel safe with loved ones; and

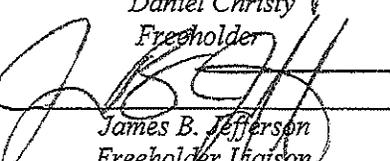
WHEREAS, the County of Gloucester is extremely concerned about the health and welfare of the women and children in our community, and thus, we support and appreciate the organizations that devote their time to assisting those who have been personally affected by this heinous crime, and to working to end it through education and awareness.

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, Frank DiMarco, Heather Simmons, James B. Jefferson and Daniel Christy, do hereby proclaim **October** as **Domestic Violence Awareness Month in Gloucester County** and urge all citizens to join in supporting those affected by domestic violence; supporting causes such as **Stand, Speak, Empower Day** and organizations like the **Center For Family Services**; and in working together to create a stronger, healthier, and more vibrant place to live.

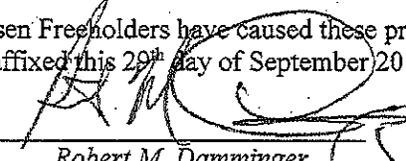
IN WITNESS OF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester be affixed this 29th day of September 2018.


Giuseppe (Joe) Chila
Freeholder Deputy Director

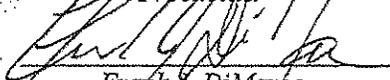

Daniel Christy
Freeholder

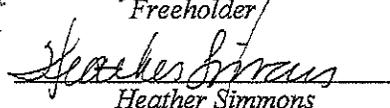

James B. Jefferson
Freeholder Liaison

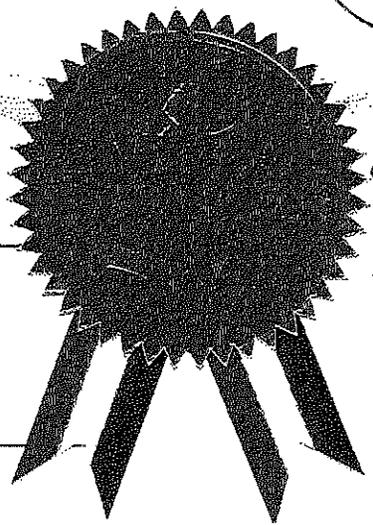
Attest: 
Laurie J. Burns Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~
DAVID B. DEVAULT
OUTSTANDING SENIOR VOLUNTEER
GLOUCESTER COUNTY
2018

WHEREAS, Gloucester County has a history marked by the service of volunteers as selfless individuals from all walks of life who have served each other and are dedicated to making tomorrow better; and

WHEREAS, Volunteers connect with local community service opportunities and give of themselves in service as shown by David B. DeVault, Outstanding Senior Volunteer for Gloucester County, 2018; and

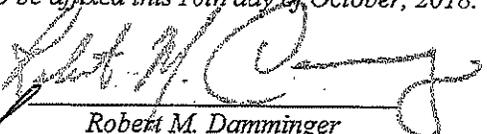
WHEREAS, Volunteers are the lifeblood of our schools, shelters, hospitals, and faith-based community making a real and lasting impact on the lives of our Gloucester County residents; and

WHEREAS, Volunteers fulfill an endless range of duties. They care for older Americans, support veterans, mentor at-risk youth and provide a multitude of other services and activities that help make a difference for our residents; and

WHEREAS, David B. DeVault, a resident of Paulsboro, NJ, has been volunteering at the Paulsboro Nutrition site for over 8 years. David is known as pleasant, reliable and hard working. Over the years, David has helped keep the site running smoothly. No job is ever too big for David; if it is prepping the Meals on Wheels lunches, to serving the meals, to site clean up, he does it all faithfully and with a smile.

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 recognize and congratulate David B. DeVault on being selected as the OUTSTANDING SENIOR VOLUNTEER FOR GLOUCESTER COUNTY, 2018.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of October, 2018.



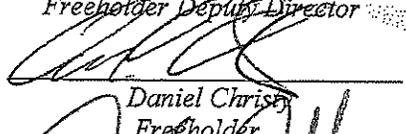
Robert M. Damming
Freeholder Director



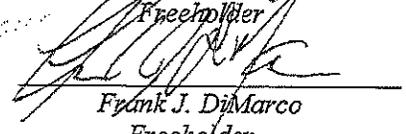
Giuseppe (Joe) Chila
Freeholder Deputy Director



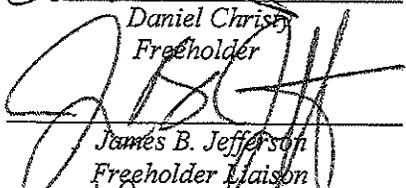
Lyman Barnes
Freeholder



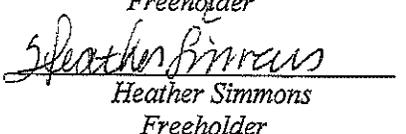
Daniel Christy
Freeholder



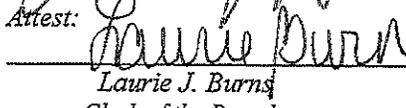
Frank J. DiMarco
Freeholder



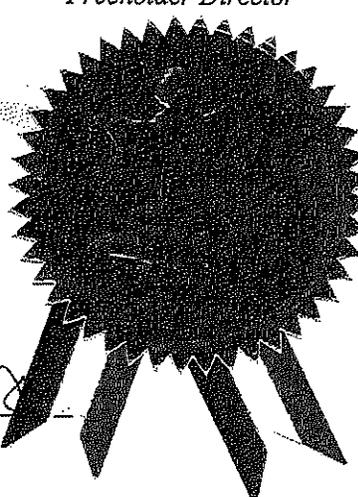
James B. Jefferson
Freeholder Liaison



Heather Simmons
Freeholder

Attest:


Laurie J. Burns
Clerk of the Board



COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE _____

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LOAN REVENUE BONDS (ROWAN UNIVERSITY PROJECT), SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$62,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ONE OR MORE SERIES IN ORDER TO FINANCE THE CONSTRUCTION OF NEW FACILITIES AND RENOVATION OF EXISTING FACILITIES FOR ROWAN UNIVERSITY LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

WHEREAS, Rowan University ("Rowan") is a leading public institute of higher education, organized and established pursuant to the Public Higher Education Act, *N.J.S.A. 18A:62-1, et seq.*, the State College Act, *N.J.S.A. 18A:64-1, et seq.* and the New Jersey Medical and Health Sciences Education Restructuring Act, *N.J.S.A. 18A:64M-1, et seq.*, with its main campus located in the Borough of Glassboro in the County; and

WHEREAS, Rowan has heretofore established a comprehensive facilities and operations master plan, which master plan is periodically updated to reflect the needs for the continued growth of Rowan and the upkeep of Rowan facilities (as updated, the "Master Plan"); and

WHEREAS, in connection with the implementation of the Master Plan, Rowan has established its commitment to, among other things, the continued development and upkeep of its educational and/or non-educational facilities within the County; and

WHEREAS, in furtherance of its Master Plan, Rowan has determined to: (i) construct and equip a new approximately 68,000 square foot academic building to house classrooms and laboratories for various academic programs and office space for use by Rowan faculty and staff; (ii) construct and equip a new Wilson Hall Dance Studio; (iii) pre-development design and site work for the fossil park located in the Township of Mantua, New Jersey including, but not limited to, a museum and other related structures; and (iv) renovate certain of its existing facilities including, but not limited to, the Central Utility Plant and Rowan Hall (collectively, the "Facility Projects"); and

WHEREAS, the Authority is authorized, pursuant to the Act, to provide financing for the provision of Public Facilities (as defined in the Act), which include the Facility Projects, for use by the State of New Jersey ("State"), the County or any beneficiary county, or any municipality in any such county, or any two or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing, including Rowan, for their respective governmental purposes; and

WHEREAS, the Authority is also authorized by law to plan, design, acquire, construct, equip and furnish public facilities, including the Facility Projects, on behalf of certain governmental units, including Rowan; and

WHEREAS, in connection with the determination of Rowan to continue its development of facilities in the County, including the Facility Projects, the Authority has offered to provide project development and support to Rowan with respect to the development, construction, installation renovation and equipping of the Facility Projects; and

WHEREAS, Rowan has determined that Authority possesses the skill and expertise necessary to manage the development, construction, installation renovation, equipping and financing of large scale projects in a timely and cost-effective manner; and

WHEREAS, in furtherance of such determination, Rowan and the Authority have heretofore entered into a Project Development Agreement, dated July 14, 2014, as amended and supplemented to date, pursuant to which the Authority has agreed to provide project development and management assistance to Rowan with respect to various projects, including the Facility Projects; and

WHEREAS, in addition, pursuant to the Project Development Agreement, the Authority has agreed to provide financing for the Facility Projects; and

WHEREAS, the Authority now desires to authorize, issue and sell up to \$62,000,000, in one or more series, of its County Guaranteed Loan Revenue Bonds (Rowan University Project), Series 2019 ("Bonds"), the proceeds of which will be utilized to: (i) pay for the costs of the development, construction and equipping of the Facility Projects pursuant to and in accordance with the Project Development Agreement and the plans and specifications provided by Rowan to the Authority; (ii) provide for capitalized interest on the Bonds, if any; and (iii) pay the costs associated with the issuance of the Bonds (collectively, the "Project"); and

WHEREAS, the Bonds will be special, limited obligations of the Authority the payment of which will be secured by, *inter alia*, loan payments to be received from Rowan pursuant to the terms and conditions set forth in one or more Loan Agreements between the Authority and Rowan ("Loan") in an amount sufficient to pay the principal of and interest on the Bonds when due, plus any additional fees and expenses charged by the Authority or owed to third parties; and

WHEREAS, pursuant to the Loan, Rowan shall pay to the Authority loan payments until the Loan is paid in full; and

WHEREAS, in recognition of the educational and economic importance of the development of Rowan to the southern New Jersey region, and the County in particular, and to induce the prospective purchasers of the Bonds to purchase the same and provide additional security to the holders thereof, the County desires, in accordance with Section 37 of the Act, *N.J.S.A. 40:37A-80*, to unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Bonds as further described herein.

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

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

Section 2. Pursuant to and in accordance with the terms of the Act, specifically Section 37 thereof, *N.J.S.A. 40:37A-80*, the County is hereby authorized to and hereby shall unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Bonds in an aggregate principal amount not exceeding \$62,000,000 to be issued for the purpose of undertaking and financing the Project as further described in the preamble hereof, such Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in: (i) a bond resolution to be adopted by the Authority; and (ii) an indenture of trust to be entered into by and between the Authority and TD Bank, National Association, and consistent with the provisions of the Act. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Ordinance.

Section 3. Upon endorsement of the Bonds referred to in Section 4 below, the County shall be unconditionally and irrevocably obligated to pay the principal of and interest on the Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy ad valorem taxes upon all taxable property within the County for the payment thereof without limitation as to rate or amount to the extent payment of the Bonds is not otherwise provided.

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

GUARANTY OF COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Bond to the extent considered outstanding under the resolution of the Authority authorizing the Bonds is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, of the principal of and interest on this Bond in accordance with its terms.

"IN WITNESS WHEREOF, the Board has caused this Guaranty to be executed by the manual or facsimile signature of its Director.

**BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF GLOUCESTER, NEW
JERSEY**

By: _____

**ROBERT M. DAMMINGER,
Director of the Board**

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

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

(a) This Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Bonds which shall be entitled to the benefits of the guaranty pursuant to this Ordinance, being an amount not to exceed \$62,000,000, shall after their issuance be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

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

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

(a) The maximum principal amount of the Bonds which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is and the maximum estimated cost of the Project to be financed in accordance with the transaction contemplated hereby is \$62,000,000.

(b) The purpose described in this Ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the County Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Ordinance by \$62,000,000, in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this ordinance is permitted by an exception to the debt limitations of the Local Bond Law which exception is contained in the Act.

Section 8. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 9. This ordinance shall take effect at the time and in the manner provided by the Local Bond Law.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Statement to be Published With Ordinance After Introduction.

Public notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on October 17, 2018. Further notice is given that said Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on November 20, 2018 at 6:30 p.m. During the week prior to and up to and including the date of said meeting, copies of said Ordinance will be made available at the Clerk of the Board's Office in the County Administration Building for members of the general public who request the same.

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

Statement to be Published With Ordinance After Final Adoption.

STATEMENT

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

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

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF OCTOBER, 2018**

AI

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 October 12, 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 October 12, 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 October 12, 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, October 17, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

AZ

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 **\$387,390.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA), to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA) - Other Expenses;
- (2) The sum of **\$209,664.00**, which item is now available as a revenue from the State of New Jersey Office of Homeland Security and Preparedness FY18 Homeland Security Grant, to be appropriated under the caption of the State of New Jersey Office of Homeland Security and Preparedness FY18 Homeland Security Grant - Other Expenses;
- (3) The sum of **\$100,000.00**, which item is now available as a revenue from the State of New Jersey Division of Elections HAVA Election Security Grant, to be appropriated under the caption of the State of New Jersey Division of Elections HAVA Election Security Grant - Other Expenses;
- (4) The sum of **\$59,152.00**, which item is now available as a revenue from the United States Department of Agriculture FY18 USDA Section 533 Housing Preservation Grant, to be appropriated under the caption of the United States Department of Agriculture FY18 USDA Section 533 Housing Preservation Grant - Other Expenses;
- (5) The sum of **\$1,504.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Division of Aging Services Area Plan Grant, to be appropriated under the caption of the State of New Jersey Department of Human Services Division of Aging Services Area Plan Grant - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**RESOLUTION AUTHORIZING RENEWAL OF MEMBERSHIP IN THE
NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND**

WHEREAS, on January 21, 2010, the Board of Chosen Freeholders of the County of Gloucester (the "County") authorized the County to join together with the County of Camden to form an Excess Joint Insurance Fund (the "Fund") as permitted by N.J.S.A. 40A: 10-36; and

WHEREAS, said Fund was approved to become operational by the New Jersey Department of Banking and Insurance and the Department of Community Affairs, and a number of local public entities in the State of New Jersey have joined; and

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

WHEREAS, the bylaws of the Fund provide for a term of membership not to exceed three (3) years, and the County has determined it is in the best interest of its residents to renew its membership in the Fund for a period of three (3) years, effective January 1, 2019; and

WHEREAS, the County shall apply to the Fund for the following types of coverage: (1) Worker's Compensation and Employer's Liability; (2) Liability, other than motor vehicle; (3) Property Damage, other than motor vehicle; (4) Motor Vehicle; and (5) Crime; and

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that authorization for renewal of membership in the New Jersey Counties Excess Joint Insurance Fund is hereby granted, and that the County hereby adopts and approves the bylaws of the Fund; and

BE IT FURTHER RESOLVED that the Freeholder Director and Clerk of the Board are authorized to execute the membership application and accompanying certification on the County's behalf; and

BE IT FURTHER RESOLVED that the Freeholder Director is authorized to execute and the Clerk of the Board is authorized to attest to the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as are required by the Fund's bylaws, and to deliver same to the Executive Director of the Fund with the express reservation that said document shall become effective only upon the County's renewal membership to the Fund, following approval by the Fund, passage by the Governing Body of a Resolution Accepting Assessment, and approval by the NJ Department of Banking and Insurance and the Department of Community Affairs.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**INDEMNITY AND TRUST AGREEMENT
NEW JERSEY COUNTIES JOINT INSURANCE FUND**

THIS AGREEMENT, made this day of _____ in the County of _____, State of New Jersey, By and Between the New Jersey Counties Joint Insurance Fund, hereinafter referred to as "FUND", and the County of _____, a body politic and corporate of the State of New Jersey, hereinafter referred to as "GOVERNING BODY";

WITNESSETH:

WHEREAS, several local governmental units have collectively formed or are in the process of forming a Joint Insurance Fund as such an entity is authorized and described in NJSA 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and;

WHEREAS, the GOVERNING BODY has agreed to renew of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND and;

WHEREAS, by resolution adopted on _____ the GOVERNING BODY has authorized the execution of the Indemnity and Trust Agreement for the New Jersey Counties Excess Joint Insurance Fund;

NOW THEREFORE, it is agreed as follows:

1. The GOVERNING BODY accepts the FUND'S bylaws as approved, and as may have been amended, and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan; said bylaws to comply with the provisions of N.J.S.A 40A:10-38.13 and N.J.S.A 40A:10-39, and all other applicable New Jersey law, rules and regulations.
2. The GOVERNING BODY agrees to participate in the FUND with respect to the types of insurance listed in the Resolution to Renew Membership.
3. The GOVERNING BODY agrees to become a member of the FUND for a period not to exceed three (3) years, the commencement of which shall coincide with the date of expiration of the current term of membership in the FUND.
4. The GOVERNING BODY certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of membership in the FUND the GOVERNING BODY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the

GOVERNING BODY is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement the Fund's Risk Management Plan or any applicable Statute.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or Court costs the GOVERNING BODY agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The GOVERNING BODY and the FUND agree that the FUND shall hold all monies paid by the GOVERNING BODY to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with NJAC 11:15 2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 - a) Workers' Compensation and Employers' Liability
 - b) Liability, other than motor vehicle
 - c) Property Damage, other than motor vehicle
 - d) Motor Vehicle
 - e) Crime

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A: 10-36, NJAC 11:15.2 et seq, NJSA 40A: 5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. Each GOVERNING BODY who shall become a member of the Fund shall be obligated to execute this agreement.

ATTEST:

County of _____

ATTEST:

NJCE Secretary

New Jersey Counties Excess JIF

NJCE Chair

RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE 2018 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY GRANT FROM THE NEW JERSEY DEPARTMENT OF STATE DIVISION OF ELECTIONS, IN AN AMOUNT UP TO \$100,000.00

WHEREAS, the State of New Jersey announced it will use funds from the 2018 HAVA Election Security Grant to establish a Voter Verified Paper Audit Trail (VVPAT), voting machine, Pilot Program; and

WHEREAS, the pilot program will afford the County the opportunity to purchase and test new VVPAT voting systems; and

WHEREAS, the goal of this pilot program is to assist counties to begin the process of transitioning from our current paperless voting system, to a new voting system that produces a voter verifiable paper record of each vote cast; and

WHEREAS, funds will be distributed to Counties based on their grant application and number of registered voters in their county; and

WHEREAS, the County of Gloucester is a Tier 2 county with between 150,000 and 400,000 registered voters and is eligible to be reimbursed up to \$100,000.00; and

WHEREAS, the funds cannot be used for anything other than the VVPAT Pilot Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the grant agreement and any and all necessary documents with the New Jersey Department of State Division of Elections to accept the 2018 Help America Vote Act (HAVA) Election Security Grant, in an amount up to \$100,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

HAVA 2018 Election Security Grant

Voting Machine Pilot Reimbursement Application Guidelines

The purpose of this grant is to set forth the requirements that must be met by each county seeking use of the 2018 Help America Vote Act (HAVA) Election Security Grant for conducting a Voter Verified Paper Audit Trail (VVPAT) Pilot Program. This pilot program will afford counties the opportunity to purchase and test new VVPAT voting systems. Funds will be distributed to counties based on their grant application and number of registered voters in their county. The guidelines and stipulations set forth below must be followed. All funding and expenditures will be subject to state and federal audits.

Use of Grant Funds

This pilot program is voluntary and includes a requirement that all county election offices must agree to participate in an additional pilot program to conduct a risk limiting audit of the results from the VVPAT voting system purchased with this grant. Reimbursement for the required risk limiting audit pilot will be addressed in a separate grant application.

Funds will be distributed based on the number of registered voters in each county as follows:

Tier 1 – Counties with less than 150,000 registered voters are eligible to be reimbursed up to \$70,000.

Tier 2 – Counties with between 150,000 and 400,000 registered voters are eligible to be reimbursed up to \$100,000.

Tier 3 – Counties with over 400,000 registered voters are eligible to be reimbursed up to \$130,000.

All requests for VVPAT voting system reimbursements must be made by the County Commissioner of Registration and submitted to this office. Approval by the State will be required prior to the purchase of any VVPAT voting system. Eligible voting system must be certified for use in the State of New Jersey.

The County Commissioner of Registration must ensure that all records are available for cost verification.

Submission of County Application for Reimbursement

The Division will provide a payment of up to 100% of the total award upon receipt and acceptance of a completed and signed Grant Agreement. Funds cannot be used for anything other than the VVPAT Pilot Program.

1. Application for Reimbursement and Expenditure detail forms provided by the State of NJ Division of Elections will be used by County Commissioner of Registration.
 2. The forms package will be emailed to county election offices requesting to participate.
 3. The County Commissioner of Registration will be provided with:
 - a. 2018 VVPAT-Application for Reimbursement
 - b. Vendor Expenses worksheet
 4. The County Commissioner of Registration will complete all required documentation as proof of expenditure for each allowable cost category.
 5. Source documentation must be provided to back-up each expenditure.
 6. The County will sign and date the Application for Reimbursement form and submit along with the detail expenditure worksheets and associated back up materials to the State of NJ, Division of Elections.
-

GRANT REQUEST FORM

DATE: 10/4/18

1. TYPE OF GRANT
 NEW GRANT RENEWAL
2. GRANT TITLE: HAVA Election Security Grant
3. GRANT TERM: FROM: _____ TO: _____
4. DATE APPLICATION DUE TO GRANTOR: _____
5. CFDA NUMBER: _____
6. STATE GRANT NUMBER: _____
7. COUNTY DEPARTMENT: Supt of Elections
8. DEPT. CONTRACT PERSON & PHONE NO. Mark Harris 856-384-4500
9. NAME OF FUNDING AGENCY: NJ Dept of State Division of Elections
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The State of New Jersey announced it will use funds from the 2018 HAVA Election Security Grant to establish a Voter Verified Paper Audit Trail (VVPAT), voting machine, Pilot Program. This pilot program will afford the county the opportunity to purchase and test new VVPAT voting systems. The goal of this pilot program is to assist counties to begin the process of transitioning from our current paperless voting system, to a new voting system that produces a voter verifiable paper record of each vote cast.

11. _____
12. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? yes
13. INDIRECT COST (IC) RATE %
14. IC CHARGED TO GRANT : \$ _____
15. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>100,000</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH	\$ _____	(Attach Documentation)

(Attached Documentation)

TOTAL PROGRAM BUDGET \$ 100,000

16. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ _____

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 100,000

TOTAL GRANT FUNDING (e): \$ 100,000

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD:


Signature

DATE: 10/10/18

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

B-2

RESOLUTION TO CONTRACT WITH ELECTION SYSTEMS AND SOFTWARE, LLC, TO PURCHASE ELECTION HARDWARE, SUPPORT, AND SERVICES, FOR \$99,699.50

WHEREAS, the State of New Jersey announced it will use funds from the 2018 Help America Vote Again (HAVA) Election Security Grant to establish a Voter Verified Paper Audit Trail (VVPAT), voting machine, Pilot Program; and

WHEREAS, the County of Gloucester elected to participate in the Voter Verified Paper Audit Trail (VVPAT), voting machine, Pilot Program; and

WHEREAS, the goal of this pilot program is to assist counties to begin the process of transitioning from our current paperless voting system, to a new voting system that produces a voter verifiable paper record of each vote cast and the pilot program will afford the County the opportunity to purchase and test new VVPAT voting systems; and

WHEREAS, the County of Gloucester is a Tier 2 county with between 150,000 and 400,000 registered voters and is eligible to be reimbursed up to \$100,000.00 through the 2018 HAVA Election Security Grant; and

WHEREAS, the Gloucester County Superintendent of Elections recommends that election hardware, support, and services be provided by Election Systems & Software, LLC of 11208 John Galt Boulevard, Omaha, Nebraska 68137; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of \$99,699.50, pursuant to CAF# 18-08600, which amount shall be charged against County budget line item C-04-18-019-121-19203; 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 the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services 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)(j).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Election Systems & Software, LLC for the purchase of election hardware, support, and services, for \$99,699.50.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

**CONTRACT BETWEEN
ELECTION SYSTEMS & SUPPORT, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 17th day of **October, 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 **ELECTION SYSTEMS & SUPPORT, LLC** of 11208 John Galt Boulevard, Omaha, Nebraska 68137, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the purchase of election hardware, support, and services; 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 made or will not make during the term of the contract a disqualifying contribution; and

WHEREAS, the services 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)(j); and

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

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

TERMS OF AGREEMENT

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$99,699.50, as per Vendor's Sales Order Agreement, which is incorporated in its entirety by reference.

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

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

invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be to provide and deliver election hardware, support, and services, as more specifically described in Attachment A, attached hereto and made a part hereof.

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

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

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

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

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

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is dated this 17th day of **October, 2018**.

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

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ELECTION SYSTEMS &
SOFTWARE, LLC**

BY:

(Please Print Name)

ATTACHMENT A



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (856) 384-4500

Fax Number: N/A

Customer Contact, Title: Stephanie Salvatore

Customer Name: Gloucester County, New Jersey

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To: _____

Gloucester County, New Jersey

Stephanie Salvatore

550 Grove Road

Paulsboro, NJ 08086

Ship To: _____

Gloucester County, New Jersey

Stephanie Salvatore

550 Grove Road

Paulsboro, NJ 08086

Item	Description	Qty	Price	Total
1	ExpressVote XL ExpressVote XL Full Face Ballot Terminal with Paper Path, Paper Roll, Cart, Dust Cover, Voter Light, Ballot Bin, Backup Battery, and 4GB Flash Drive	10	\$8,250.00	\$82,500.00
2	ExpressVote XL Keyed Differently Upgrade - NJ Specific	10	\$5.00	\$50.00
3	ExpressVote XL 14 Hour Extended Battery Kit	10	\$250.00	\$2,500.00
4	ExpressVote XL UVC Device with Headphones	4	\$230.00	\$920.00
5	ExpressVote XL ExpressVote Ballot Card Stock - 14" (250 per pkg)	12	\$23.75	\$285.00
6	ExpressVote XL Equipment Installation	10	\$200.00	\$2,000.00
7	Services Equipment Operations Training Day	1	\$1,650.00	\$1,650.00
8	Services Election On-Site Support Event	1	\$4,525.00	\$4,525.00
9	Services Coding	1	\$1,769.50	\$1,769.50
10	Shipping Shipping & Handling	1	\$3,500.00	\$3,500.00

Order Subtotal \$ **99,699.50**

Discount \$ -

Order Total \$ **99,699.50**

Freight Billable: yes no

 Christine Valeriano
 Regional Sales Manager

 Customer Signature Date

 V.P. of Finance Date

 Title

Sales Order Agreement

Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer. Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Warranty Period (Years):	One (1) Year From Equipment Delivery
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	
SEE GENERAL TERMS AND CONDITIONS	

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. 18-08600

ORDER DATE: 10/10/18
REQUISITION NO: R8-09043
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

**S
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P
T
O**
GLOUC. CO BOARD OF ELECTIONS
550 GROVE RD.
PAULSBORO, NJ 08066
856-384-4500

**V
E
N
D
O
R**
VENDOR #: ELECT020
ELECTION SYSTEMS & SOFTWARE
11208 JOHN GALT BLD.
OMAHA, NE 68137-2364

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ELECTION SYSTEMS & SOFTWARE 10 NEW VOTING MACHINES. EXPRESS VOTE XL FULL FACE BALLOT TERMINAL WITH PAPER PATH, PAPER ROLL, CART,DUST COVER,VOTER LIGHT,BALLOT BIN, BACK UP BATTERY AND 4GB FLASH DRIVE EXPRESS VOTE XL UVC DEVICE WITH HEADPHONES	C-04-18-019-121-19203 Voting Machines	99,699.5000	99,699.50
			TOTAL	99,699.50

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>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 <i>Kimberly Gault</i> PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2018
HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF
HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$209,664.13
WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2018 TO AUGUST 31, 2021**

WHEREAS, the mission of the Department of Homeland Security is to enhance the ability of State and local governments to prepare, prevent and respond to terrorist attacks and other disasters; and

WHEREAS, the Homeland Security Grant Program is a primary funding mechanism for building and sustaining national preparedness capabilities; and

WHEREAS, Homeland Security funding would enhance Gloucester County's ability to prevent, detect, deter, respond to, and recover from threats and acts of terrorism; and

WHEREAS, County of Gloucester is permitted to utilize a Government Service Administration Contract (GSA); when utilizing Homeland Security Funds; and

WHEREAS, the acceptance will make the amount funded for the FFY18 Homeland Security Grant \$209,664.13, from September 1, 2018 to August 31, 2021; and

WHEREAS, extension for funding period will be on a case to case basis.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the grant agreement and any and all necessary documents with the New Jersey Office of Homeland Security and Preparedness to accept the FFY 2018 Homeland Security Grant Program in the total amount of \$209,664.13, from September 1, 2018 to August 31, 2021; and

BE IT FURTHER RESOLVED, that the County of Gloucester is permitted to purchase from the Government Services Administration Contract (GSA) when spending said funds.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

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: September 21, 2017

1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 18-181

2. GRANT TITLE: FFY18 Homeland Security Grant Program

3. GRANT TERM: FROM: 09/01/18 TO: 08/31/21

4. COUNTY DEPARTMENT: Emergency Response

5. DEPT. CONTACT PERSON & PHONE NUMBER: Jack DeAngelo (856) 307-4801

6. NAME OF FUNDING AGENCY: NJ Homeland Security and Preparedness

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): OHSP awarded Gloucester County \$209,664.13 for projects that would build, sustain, and maintain national preparedness capabilities.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "**"):

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ _____

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR _____

14. FINANCIAL: REQUESTED MANDATED

GRANT FUNDS \$ 209,664.13

CASH MATCH _____
(Attach Documentation)

IN-KIND MATCH _____

TOTAL PROGRAM BUDGET: \$209,664.13

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS
COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE
BOARD. lburns@co.gloucester.nj.us

DEPARTMENT HEAD: J.P. Butts
Signature

DATE: 9/21/18

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

**2018 Gloucester County Budget
Other Expense Request Explanations
2018 Budget**

\$209,664.13

20610 – Vehicle -	\$50,000.00
20592 -Safety Equipment –	\$28,000 – sensors/RAE meters
	\$24,000.00 – PPE
20699 – Other Equipment –	\$25,000.00 – ALPR
	\$40,000.00 – Bleeding control kits
20930 - Education & Training –	\$8,000.00
20920 – Data Processing Equip -	\$34,664.13-Computer w/monitor, server

Department Emergency Response

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

Phones and Everbridge no longer covered



PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

JARED M. MAPLES
DIRECTOR

September 15, 2018

Mr. Chad M. Bruner
Gloucester County Administrator
Courthouse
P.O. Box 337
Woodbury, NJ 08096

RE: FFY18 State Homeland Security Program (SHSP-Local Share)
(CFDA #97.067, Award #EMW-2018-SS-00028)
(DUNS #957362247, EIN #21600066018)

Dear County Administrator Bruner:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that Gloucester County is awarded \$209,664.13 for approved projects from the federal FFY18 SHSP Local Share Grant Program. The main purpose of this funding is to enhance your agency's ability to build, maintain and sustain national preparedness capabilities.

These funds will be available to reimburse your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY18 Grant Agreement and required attachments (A through F) by October 12, 2018, to Kathleen Wynn, Grants Management Bureau, OHSP, at the above address.
- 2.) The awarding of these funds is conditioned upon your agency's full participation with the OHSP Grant Management System (GMS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditures will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of your agency before OHSP will authorize the agency to make program expenditures eligible for reimbursement. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by October 12, 2018. It is extremely important to implement the activities in the approved Project Proposal(s) in a timely manner to avoid reprogramming of any awarded funds.

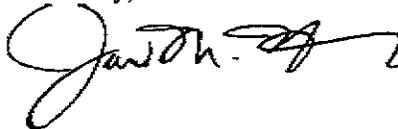
The FFY18 SHSP grant program has a **thirty-six (36) month period of performance (September 1, 2018 to August 31, 2021)**. On or about **February 1, 2020**, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by **February 1, 2021**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2021**. In addition, reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operational challenges. Therefore, it is critical to observe the above provided performance dates.

During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP within the Grants Management System (GMS). Once the revised Spending Plan(s) have been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the County Working Group (CWG) from where the project was funded.

If you have any questions regarding this agreement, please contact Craig Johnson, SHSP Grant Liaison, at 609 584-4178. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Jared M. Maples, Director
Office of Homeland Security and Preparedness

JMM/kw

Enclosures

cc: Randall Richardson, Director of Administration/Chief Fiscal Officer, OHSP
Laura Thibodeau, Acting Financial Bureau Chief, OHSP
Daniel Morocco, Grants Management Bureau Chief, OHSP
Gary Furman, Grants Management Deputy Bureau Chief, OHSP
Craig Johnson, SHSP Grant Liaison, OHSP
Thomas Butts, County Working Group Chair
John DeAngelo, Domestic Preparedness Planner
Robert M. Damming, Freeholder Director
Sean F. Dalton, Gloucester County Prosecutor
William Donovan, Critical Infrastructure Coordinator

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness And Gloucester County (Subrecipient)

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Reimbursement
- X. Allowable Costs
- XI. Period of Performance
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Project Revisions and Modifications
- XVI. Property Management and Disposition Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Remedies for Non-compliance
- XXIII. Termination and Suspension

POST-AWARD REQUIREMENTS

- XXIV. Grant Closeout Procedures

ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances

- C. Special Conditions
- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Grant Program Directorate Information Bulletin No. 407 – Use of Grant Funds for Controlled Equipment and Directorate Information Bulletin No. 407a – Use of Grant Funds for Controlled Equipment: Update for Fiscal Year 2017

STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND
PREPAREDNESS FEDERAL GRANT AGREEMENT
(Award No. EMW-2018-SS-00028, CFDA No. 97.067)

I. Grant Agreement Data.

This agreement is between **Gloucester County** (hereinafter "Subrecipient") and the **New Jersey Office of Homeland Security and Preparedness (OHSP)** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS"). The Subrecipient is being awarded **\$209,664.13** of **FY18 State Homeland Security Grant Program (SHSP –Local Share)**, (Performance Period: September 1, 2018 to August 31, 2021), to implement the projects within their approved Project Proposal(s).

II. Compliance with Existing Laws.

A. The Subrecipient, in order to permit the SAA to award this grant, agrees to comply with all federal, state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subrecipient is engaged in during the period of performance of this grant.

B. These laws, rules, regulations and requirements include, but are not limited to the following:

1. New Jersey Department of the Treasury, Office of Management and Budget documents.
 - a. Circular Letters 15-08-OMB, Single Audit Policy for Recipients of federal, state and State Aid Grants: http://www.nj.gov/infobank/circular/cir1508_omb.pdf
 - b. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/pdf/statepdf>
2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards, 2 C.F.R. Part 200, as amended: <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
3. State Affirmative Action Legal Citations:

The Subrecipient agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

4. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years, and a fine of up to \$500,000 under N.J.S.A. 2C:30-8.

C. The Subrecipient is in compliance with all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: <https://www.dhs.gov/publication/homeland-security-presidential-directive-5> and NIMS objectives: http://www.fema.gov/pdf/emergency/nims/FY2009_NIMS_Implementation_Chart.pdf. The Resource Typing Library Tool is available through: <https://rftl.prep toolkit.fema.gov/Public>.

D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

III. Bonding and Insurance.

Bonding and insurance shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

IV. Indemnification.

The Subrecipient shall be solely responsible for and shall keep, save and hold the State of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignability.

The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred, except as may be provided for in this grant or with the express written approval of OHSP.

VI. Availability of Funds.

The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement is expressly dependent upon the availability to OHSP of funds appropriated by the State Legislature from the state and/or federal revenue or such other funding sources as

may be applicable. A failure of OHSP to make any payments under the Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the Legislature to appropriate shall not, in any manner, constitute a breach of the Grant Agreement by OHSP or an event of default under the Grant Agreement and, OHSP shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from OHSP beyond the duration of the award period set forth in the Grant Agreement, and in no event shall the Grant Agreement be construed as a commitment by OHSP to expend funds beyond the termination date set in the Grant Agreement.

VII. Special Grant Conditions.

- A. Subrecipient may be considered "high risk" if OHSP determines that a Subrecipient meets any of the following criteria contained within 2 C.F.R. Part 200, as amended, Sections 200.205 through 200.207.
- B. The Subrecipient agrees to maintain, at its own expense, all equipment originally purchased with grant funds. Equipment may also be maintained with use of HSGP funding, if permitted.
- C. The Subrecipient will identify a project manager and/or a Point of Contact (POC) to ensure all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- D. The Subrecipient will absorb costs beyond funding awarded and/or adding of projects not included in the approved Project Proposal.
- E. The Subrecipient will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- F. For federal grants, the Subrecipient agrees to sign the attached Non-Supplanting Certification Form (Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying (Attachment D), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E) and Grant Program Directorate Information Bulletin No. 407 – Use of Grant Funds for Controlled Equipment and Directorate Information Bulletin No. 407a – Use of Grant Funds for Controlled Equipment: Update for Fiscal Year 2017 (Attachment F).
- G. Furthermore, the following projects require special conditions when funded:
 - o CBRNE/HazMat Projects (Attachment G)
 - o Interoperability Projects (Attachment H)
 - o Automated License Plate Readers/Certification Form (Attachment I)
 - o Specialized Vehicles (Attachment J)
 - o Information Technology Projects (Attachment K)
 - o AG's Protocol for Processing and Issuing I.D. Cards (Attachment L)
 - o Exercise Salary Reimbursements (Attachment M)

o Extension Request Form (Attachment N)

When applicable, the Subrecipient shall comply with the special conditions required for each of the above of which are available within the Grants Management System (GMS) Library Module under "Grants Library/State Documents/General State Resource Folders/2018/Grant Agreement Attachments."

- H. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment. In order to fulfill its requirements, DHS mandates awardees and/or responsible jurisdiction Subrecipients to complete and submit an EHP Compliance Checklist indicating any environmental effects. The EHP Checklist is available at <http://www.njhomelandsecurity.gov/grants-docs.html>.
- I. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.
- J. All homeland security funded purchases shall be considered regional assets and shall be made available consistent with Mutual Aid Agreements and/or Declaration of State of Emergency. In such cases, requests for regional assets shall be made through the county Emergency Operations Centers/State Emergency Operations Center to assure deployment prioritization needs.

VIII. Financial Management System.

The Subrecipient shall be responsible for maintaining a financial management system and will immediately notify OHSP when the Subrecipient cannot comply with the requirements established in this section of the grant. The Subrecipient's financial management system shall include all requirements set forth in 2 C.F.R. 200, as amended, Sections 200.302 and 200.303.

IX. Method of Reimbursement.

- A. Reimbursements made to the Subrecipient shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order, approved invoice and proof of payment, which will be properly uploaded within the OHSP administered Grant Management System (hereinafter GMS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. **Subrecipient reimbursement requests must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter. The OHSP may not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subrecipient paid their vendor for the good or service for which the Subrecipient is seeking reimbursement. If a Subrecipient is not registered to receive electronic fund transfers from New Jersey, they must contact the OHSP Chief Financial Officer.**

NOTE: Article 18, Section A above pertains to agencies seeking reimbursement. In accordance with OMB CL 05-02, state agencies are not reimbursed.

- B. Equipment purchased with HSGP funding that meets the requirements for entry into the State's Resource Directory Data Base (RDDB) must be properly entered once deployed and made operational. The RDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996. A copy of the RDDB entry will be included with each request for reimbursement when applicable.
- C. Salary/Fringe reimbursement will only be processed after OHSP has received and approved the required periodic time and activity "Personnel Certification Form" available on the OHSP website (<http://www.njhomelandsecurity.gov/grants-docs.html>).

X. Allowable Costs.

- A. The Subrecipient acknowledges and agrees that expenditures by the Subrecipient shall be solely for the purposes of implementing the projects set forth in the Subrecipient's approved Project Proposal(s).
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.

XI. Period of Performance.

Each Homeland Security Grant Program has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.

XII. Matching and Cost Sharing.

The Subrecipient shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

XIII. Program Income.

Program income shall be defined as gross income earned by the Subrecipient from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights as defined within 2 C.F.R 200, as amended, Section 200.307.

XIV. Audit Requirements.

This grant is conveyed by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XV. Project Revisions and Modifications.

Project revisions and modifications must be requested by the Subrecipient and approved by OHSP. Project revisions are administered within the GMS completing/submitted a Spending Plan Revision. Only after the project revision is approved within GMS by an OHSP liaison, will the Subrecipient have authorization to pursue the project.

XVI. Property Management and Disposition Standards.

- A. Executive level state agencies are required to comply with state OMB CL#11-18 (<http://www.state.nj.us/infobank/circular/cir1118b.pdf>) and OMB CL#11-19 (<http://www.state.nj.us/infobank/circular/cir1119b.pdf>) and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph C below.
- B. The Subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- C. Inventory Requirements: Nonprofits, Counties, Municipalities, Corporations, etc.
 - 1. The Subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include the following per 2 C.F.R. 200, as amended, Section 200.313(d).
 - a. A description of the equipment.
 - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
 - c. Source of the equipment, including the award number.
 - d. Title holder.
 - e. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost.
 - f. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government).
 - g. Location and condition of the equipment and the date the information was reported.

XVIII. Monitoring of Program Performance.

- A. Subrecipient monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as contained within 2 C.F.R 200, as amended, Section 200.328.
- B. Based on a review of a Subrecipient's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subrecipient's project funding. Examples include, but are not limited to, failure to meet the 50% and 100% legal encumbrance dates; failure to submit reimbursement requests within the prescribed date; and failure to account for funding in GMS.
- C. OHSP will, upon reasonable notice, conduct monitoring reviews for any of the following purposes:
 - 1. To review program accomplishments and progress.
 - 2. To provide such technical assistance as may be required, to include debarment searches and competitive bidding requirements.
 - 3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner in accordance with Paragraph B above.
 - 4. To make recommendations for best practices and/or corrective action(s).

XIX. Financial and Performance Reporting.

- A. The Subrecipient may be required to provide Biannual Strategy Implementation Reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban areas homeland security strategies.
- B. The Subrecipient shall utilize OHSP's GMS in addition to the Subrecipient's financial management accounting system.
 - 1. The GMS is a web-based application developed to assist with the grant management process.
 - 2. The Subrecipient agrees to maintain on its staff at least one person experienced in the proper input of data into the GMS system. Training is available through OHSP and will be provided by the OHSP GMS Administrator.
 - 3. Any unapproved item(s) will not be reimbursed.
 - 4. The Subrecipient shall maintain GMS with the most current planning, procurement and expenditure information.
 - 5. Any request by a third party for a GMS report printout shall be handled in accordance with the following procedure:

- a. The GMS is operated by the NJ OHSP and, as such, it is subject to various protections under Executive Order No. 5 (Corzine).
 - b. The Subrecipient shall not disseminate reports generated from GMS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GMS printouts, the Subrecipient shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GMS reports.
- C. The Subrecipient shall promptly respond to requests by OHSP for programmatic budgetary, fiscal and other information or data related to the administration of this grant.
 - D. The Subrecipient may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

XX. Access to Records.

- A. In accepting this grant, the Subrecipient agrees to make available to OHSP and/or any federal agency whose funds are expended in the course of this grant or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Subrecipient's operation, in compliance with 2 C.F.R 200, as amended, Section 336.
- B. All visitations, inspections and audits, including visits and OHSP requests for documentation in discharge of OHSP's responsibilities shall, as a general rule, provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visitations, inspections and audits as deemed necessary.
- C. OHSP reserves the right to have access to records of any Subrecipient and requires the Subrecipient to provide for OHSP's access to such records in any grant with the Subrecipient.
- D. OHSP reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subrecipient to perform such audit.

XXI. Record Retention.

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.

2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subrecipient when it determines that the records possess long-term retention value and will make arrangements with the Subrecipient to retain any records that are continuously needed for joint use.

XXII. Remedies for Non-compliance.

If the Subrecipient materially fails to comply with the term of an award, whether stated in a state or federal statute/regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may place a Subrecipient in an "At Risk" status, meaning their status as a Subrecipient may, because of failure to comply with defined terms and conditions of a grant program, be in jeopardy of further participation. Should an agency be placed in this status, they will be formally noticed with a written correspondence. The agency may also be given a Corrective Action Plan (CAP) and an opportunity to correct the findings at hand. Failure to comply with a CAP may result in one or more of the following actions, as appropriate, given the circumstances:

- A. Temporarily withhold cash payment pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- B. Disallow all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Grant Agreement.
- F. Take other remedies that may be legally available.

XXIII. Termination and Suspension.

- A. The following definitions shall apply for the purposes of this Section:
1. Termination.

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

2. Suspension.

The suspension of a grant is an action by OHSP which temporarily suspends assistance under the grant pending corrective action by the Subrecipient or pending a decision to terminate the grant by OHSP.

3. Disallowable Costs.

Disallowed costs are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive or otherwise unallowable.

- B. If the Subrecipient fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
- C. OHSP may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. OHSP shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. OHSP and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

XXIV. Grant Closeout Procedures.

- A. The following definitions shall apply for the purpose of this section.
1. The closeout of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
 2. Date of completion refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subrecipient.

- C. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this Grant Agreement shall be Sept. 1, 2018, and it shall expire at midnight, August 31, 2021.

- February 1, 2020:** Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.
- February 1, 2021:** All awarded funds (100%) shall be legally/contractually obligated.
- July 31, 2021:** Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed as follows:

FOR THE SUBRECIPIENT:

WITNESS:

GLOUCESTER COUNTY

ROBERT M. DAMMINGER, DIRECTOR

Date: _____

LAURIE J. BURNS, CLERK OF THE BOARD

Date: _____

**FOR THE OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS:**

WITNESS:

Jared M. Maples
Director

Date: _____

Date: _____



NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

New Jersey Office of Homeland Security and Preparedness Non-Supplanting Certification

Non-Supplanting Certification: This certification which is a required component of the Grant Agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

Certification Statement:

I certify that any funds awarded under this Grant Agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

Robert M. Damminger, Freelnslder
NAME (Authorizing Official) Director

SIGNATURE

DATE: _____



NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including all relevant OMB Circulars; Ex. Order 12372 (intergovernmental review of federal programs); and 2 C.F.R. 200, as amended, (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 2 C.F.R. 200, as amended.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

ATTACHMENT B



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: New Jersey Office of Homeland Security
and Preparedness
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2018-SS-00028-S01

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Article I - Summary Description of Award

The purpose of the FY 2018 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$7,993,000 and Urban Area Security Initiative (UASI) funding in the amount of \$22,750,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article III - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article VII - Civil Rights Act of 1964 - Title VI

ATTACHMENT C

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article IX - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article X - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XIV - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

ATTACHMENT C

Article XVI - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XVII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIV - Non-supplanting Requirement

ATTACHMENT C

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVII - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXVIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXX - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

ATTACHMENT C

Article XXXIV - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article XXXV - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article XXXVI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XXXVIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at ocrcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXIX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

ATTACHMENT C

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XL - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$30,743,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

ATTACHMENT C



NJOHSP

OFFICE OF HOMELAND SECURITY AND PREPAREDNESS

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR 200, as amended, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 2 CFR 200, as amended, the State must include the language of the certification below in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and require all sub-recipients to certify and disclose accordingly. Sub-recipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The sub-recipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Robert M Dammingier, Freeholder Director
Name and Title of Authorized Representative

Signature

Date

County of Gloucester 2 S. Broad St
Name and Address of Organization

PO Box 337
Woodbury NJ 08096

ATTACHMENT D

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert M. Damminger, Freeholder Director
Name and Title of Authorized Representative

Signature

Date

Gloucester County
Name of Organization

2 South Broad St, PO Box 337, Woodbury, NJ 08096
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



FEMA

Grant Programs Directorate Information Bulletin
No. 407
March 9, 2016

MEMORANDUM FOR: All State Administrative Agency Heads
All State Administrative Agency Points of Contact
All Urban Area Security Initiative Points of Contact
All State Homeland Security Directors
All State Emergency Management Agency Directors
All Eligible Transit Agencies
All Private Sector Transportation Security Partners
All Public and Private Sector Port Security Partners
All Tribal Nation Points of Contact

FROM: Brian E. Kamoie
Assistant Administrator for Grant Programs
Federal Emergency Management Agency

SUBJECT: Use of Grant Funds for Controlled Equipment

The purpose of this Information Bulletin (IB) is to provide grant applicants, recipients, and subrecipients with guidance regarding the requirements when applying for, or expending grant funds for, controlled equipment expenditures and using grant-funded controlled equipment. This IB is applicable to all grants awarded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) on or after October 1, 2015.¹

This IB was developed as part of the implementation of Executive Order (EO) 13688: Federal Support for Local Law Enforcement Equipment Acquisition, issued January 16, 2015, and the Recommendations Pursuant to Executive Order 13688, which collectively established a *Prohibited Equipment List* and a *Controlled Equipment List*, and identified actions necessary to improve Federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients.

The *Prohibited Equipment List* identifies categories of equipment that recipients are prohibited from acquiring using federally-provided funds or via transfer from federal agencies, and includes:

¹ Information Bulletin 407 does not apply to FEMA non-disaster grant programs awarded in Fiscal Year 2015 or in prior years, if such awards were made by FEMA to the grant recipient prior to October 1, 2015. However, grant recipients should consult the Authorized Equipment List for additional instructions that were in place for FY 2015 and prior years prior to obligating funds for this category of equipment. In some categories, grant recipients must obtain a waiver from FEMA by consulting with their Program Analyst and providing a detailed justification for obligating funds in this category, and receiving approval to obligate funds as indicated in the Authorized Equipment List.

ATTACHMENT F

- **Tracked Armored Vehicles:** Vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- **Weaponized Aircraft, Vessels, and Vehicles of Any Kind:** These items will be prohibited from purchase or transfer with weapons installed.
- **Firearms of .50-Caliber or Higher**
- **Ammunition of .50-Caliber or Higher**
- **Grenade Launchers:** Firearm or firearm accessory designed to launch small explosive projectiles.
- **Bayonets:** Large knives designed to be attached to the muzzle of a rifle/shotgun/long gun for the purposes of hand-to-hand combat.
- **Camouflage Uniforms Used for Urban Settings:** Does not include woodland or desert patterns or solid color uniforms.

The *Controlled Equipment List* identifies categories of equipment that have significant utility for state, local, tribal, territorial, and private grant recipients. Recipients may continue to acquire controlled equipment through Federal assistance programs. However, because of the nature of the equipment and the potential impact on communities, additional controls will be imposed on the acquisition, use, and transfer of this equipment. While several of the items below are not allowable expenses under DHS/FEMA preparedness grants², the full *Controlled Equipment List* includes:

- **Manned Aircraft, Fixed Wing:** Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift.
- **Manned Aircraft, Rotary Wing:** Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift.
- **Unmanned Aerial Vehicles:** A remotely piloted, powered aircraft without a crew aboard (including Small Unmanned Aerial Systems (SUAS)).
- **Armored Vehicles, Wheeled:** Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier.
- **Tactical Vehicles, Wheeled:** A vehicle purpose-built to operate on- and off-road in support of military operations, such as a HMMWV ("Humvee"), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached.
- **Command and Control Vehicles:** Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident.
- **Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition for service-issued weapons):** Weapons and corresponding ammunition for specialized operations or assignment. This excludes service-issued handguns, rifles, or shotguns that are issued or approved by the agency to be used during the course of regularly assigned duties (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Explosives and Pyrotechnics:** Includes "flash bangs" as well as explosive

² Recipients and sub-recipients should refer to the annual Notice of Funding Opportunity, the Authorized Equipment List, or contact their FEMA Program Analyst for information regarding the allowability of specific equipment categories.

breaching tools often used by special operations units.

- **Breaching Apparatus (e.g., battering ram, similar entry device):** Tools designed to provide law enforcement rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram), ballistic (slugs), or explosive.
- **Riot Batons (excluding service-issued telescopic or fixed-length straight batons):** Non-expandable baton of greater length (generally in excess of 24 inches) than service-issued types and are intended to protect its wielder during melees by providing distance from assailants. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Riot Helmets:** Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).
- **Riot Shields:** Shields intended to protect wielders from their head to their knees in melees. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. Riot shields may also be used as an offensive weapon to push opponents. (Note: despite its inclusion on the Government-wide *Controlled Equipment List*, equipment defined under this category is not an allowable expense under any FEMA preparedness grant program).

While EO 13688 speaks directly to Law Enforcement Agencies (LEAs), through this IB, FEMA will apply the same requirements and conditions to all controlled equipment regardless of the recipient's designation as, or affiliation with, law enforcement to ensure a consistent approach toward controlled equipment expenditures and use by all FEMA recipients.

1. Application Requirements for Controlled Equipment Expenditures

Any entity³ that applies for FEMA grants for controlled equipment expenditures must complete FEMA Form (FF) 087-0-0-1 *Controlled Equipment Request Form* and submit it to the State Administrative Agency (SAA) or to FEMA if applying through a grant program whose applications are made directly to FEMA. The form may be submitted at the time of application for the award or can be submitted at any time during the award period of performance as long as it is prior to the acquisition of the controlled equipment.

Using FF 087-0-0-1, the entity must include a clear and persuasive explanation demonstrating the need for the controlled equipment and the purpose that it will serve. The entity will be asked to supply information about the current inventory of controlled equipment acquired through Federal programs, pending applications for controlled equipment, previous denials for controlled

³ Entity refers to the recipient or subrecipient that will be the end user of the controlled equipment. *Recipient* - a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity. *Subrecipient* - a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

equipment, and any findings of violations of federal civil rights statutes or programmatic terms involving controlled equipment.

Additionally, using FF 087-0-0-1, the entity will certify that they have adopted, or will adopt prior to acquiring controlled equipment, applicable policies and protocols, meet the training requirements, and will adhere to the records keeping requirements and after-action report requirements, as described below. The entity will also certify that it will abide by all applicable federal, state, local, and tribal laws, regulations, and programmatic terms and conditions.

II. Policy and Protocol Requirements

- a) The entity must have written policies and protocols that specifically govern the (1) appropriate use of controlled equipment; (2) supervision of use of controlled equipment; (3) effectiveness evaluation; (4) auditing and accountability; and (5) transparency and notice considerations as defined below:

- 1) *Appropriate Use of Controlled Equipment:* Requesting organizations should examine scenarios in which controlled equipment will likely be deployed, the decision-making processes that will determine whether controlled equipment is used, and the potential that both use and misuse of controlled equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety. (Recommendations Pursuant to EO 13688, pg. 19 – 20)
- 2) *Supervision of Use:* The protocols must specify appropriate supervision of personnel operating or utilizing controlled equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. Policies must describe when a supervisor of appropriate authority is required to be present and actively overseeing the equipment's use in the field. (Recommendations Pursuant to EO 13688, pg. 20)
- 3) *Effectiveness Evaluation:* The protocols must articulate that the requesting organization will monitor and evaluate regularly the effectiveness and value of controlled equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often controlled equipment is used or whether controlled equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods. (Recommendations Pursuant to EO 13688, pg. 20)
- 4) *Auditing and Accountability:* There must be strong auditing and accountability provisions in the protocols that state that the requesting organization's personnel will agree to and comply with and be held accountable if they do not adhere to agency, state, local, tribal, territorial, and Federal policies associated with the use of controlled equipment. (Recommendations Pursuant to EO 13688, pg. 20)

5) **Transparency and Notice Consideration:** The protocols must articulate that the requesting organization will engage the community regarding acquisition of controlled equipment, policies governing its use, and review of significant incidents (see Recommendation 2.3 below), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures. (Recommendations Pursuant to EO 13688, pg. 20)

b) **For LEAs Only⁴**

LEA recipients or subrecipients requesting controlled equipment must have written policies and protocols on (1) Community Policing; (2) Constitutional Policing; and (3) Community Input and Impact Considerations.⁵

III. **Training Requirements**

The entity must provide or obtain necessary training regarding appropriate use of controlled equipment prior to the use of controlled equipment, including:

a) **Technical Proficiency:**

All entity personnel who will use controlled equipment must be trained properly on, and have achieved technical proficiency in, the operation or utilization of the controlled equipment at issue prior to its use. The controlled equipment may be used for technical training and certification prior to deployment for official use.

b) **Scenario-Based Training:**

To the extent possible, trainings related to controlled equipment should include scenario-based training. Personnel authorizing or directing the use of controlled equipment should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled equipment should or should not be used. To the extent possible, the LEA specifically should include scenario-based training that combines constitutional and community policing principles with equipment-specific training.

c) **Training on Civil Rights and Liberties**

Annual, appropriate, and relevant training for grant recipient personnel on the 1st, 4th, and 14th Amendments is required. Training on how to protect the civil rights and civil liberties of those in the surrounding community where the controlled equipment will be used is vital to ensuring that the use of controlled equipment complies with constitutional standards for the protection of civil rights and civil liberties. Training objectives should define and explain relevant concepts and demonstrate the application of such concepts through equipment-based scenarios to show appropriate and proper use of controlled

⁴ LEAs include contracted LEAs or LEAs activated as part of a mutual aid agreement or memorandum of understanding using or operating grant funded controlled equipment.

⁵ *Community Policing* is the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs and, in turn, enhances LEAs ability to investigate crimes and keep the peace. *Constitutional Policing* protocols emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies must include protocols on First Amendment, Fourth Amendment, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. *Community Input and Impact* protocols must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs' actions, role in, and relationships with the community. Law enforcement exists to protect and serve the community, so it is axiomatic that the community should be aware of and have a say in how they are policed. LEAs should make particular efforts to seek the input of communities where controlled equipment is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs' regular interactions with the public through community forums, town halls, or meetings with the Chief or community outreach divisions.

equipment by both law enforcement and non-law enforcement personnel and the negative effects and consequences of misuse.

- d) **For LEAs Only - General Policing Standards** (including contracted LEAs or LEAs activated as part of a mutual aid agreement or memorandum of understanding using or operating grant funded controlled equipment):

On an annual basis, all LEA personnel who may use or authorize use of controlled equipment must be trained on LEAs' General Policing Standards including (1) Community Policing; (2) Constitutional Policing; and (3) Community Input and Impact Considerations. For additional information on these General Policing Standards see <https://www.bja.gov/programs/Controlled-Equipment-Standards.pdf>.

IV. After-Action Report Requirements Following a Significant Event

- a) The entity must collect and retain *Required Information* (see below) when a significant incident or event requires, or results in, the use of any controlled equipment purchased with DHS/FEMA grant funds. A significant incident or event includes:
- A demonstration or other public exercise of First Amendment rights or any other event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed;
 - When unlawful or inappropriate police actions are alleged and trigger a federal compliance review, and FEMA determines that controlled equipment was used in the law enforcement activity under review; and
 - Any law enforcement operation or action that involves (1) a violent encounter among civilians or between civilians and the police; and/or (2) a use-of-force that causes death or serious bodily injury.⁶
- b) Required Information to be collected and retained for after-action review (AAR):
- Identification of controlled equipment used (e.g., categories and number of units of controlled equipment used, make/model/serial number);
 - Description of the significant incident/event involving the controlled equipment;
 - Identification of personnel who used the equipment and, if possible, a list of those involved in the incident; and
 - Result of controlled equipment use (e.g., arrests, use-of-force, victim extraction, injuries).

V. Record Keeping Requirements

- a) **Documented Policies and Protocols Records:**
The entity must retain written policies and procedures that govern the (1) Appropriate use of controlled equipment; (2) Supervision of use of controlled equipment; (3) Effectiveness evaluation; (4) Auditing and accountability; and (5) Transparency and notice considerations.

⁶ Serious bodily injury, as defined by 18 U.S.C. § 1365(h), is the bodily injury which involves (a) a substantial risk of death; (b) extreme physical pain; (c) protracted and obvious disfigurement; or (d) protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

Additionally, upon request, LEAs must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols, to DHS/FEMA.

b) **Training Records:**

The entity must retain comprehensive training records, either in the personnel file of the individual who was trained or by the recipient's training division or equivalent entity, for a period of at least three (3) years after training date, and must provide a copy of these records, upon request, to DHS/FEMA.

c) **After-Action Review Records:**

The entity must retain After-Action Review reports with the Required Information (IV.a.) following any significant incident report for a period of at least three (3) years and must provide a copy of these records, upon request, to DHS/FEMA. This information shall also be made available to the community served in accordance with applicable policies and protocols including considerations regarding the disclosure of sensitive information.

VI. Additional Requirements for SUAS

All requests to purchase SUAS with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

VII. Regional Capability

If the controlled equipment will provide a regional or multi-jurisdictional capability, all entities in the regional sharing agreement must meet the aforementioned policy and protocol requirements, training requirements, after-action analysis report requirements, and record keeping requirements. Acquisition of controlled equipment – due to size, cost, scarcity, or other reason – for use in regional sharing arrangements, is strongly encouraged.

VIII. Disposition of Controlled Equipment

Prior to the disposition of the controlled equipment, recipients must request disposition instructions from FEMA, consistent with the terms of 2 C.F.R. Part 200 and the award agreement. Recipients must abide by all applicable federal, state, local, tribal, and territorial laws, regulations, and programmatic terms when disposing of controlled equipment.

IX. Transfer of Controlled Equipment

Controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred without written permission from FEMA. FEMA reserves the right to allow for the transfer of controlled equipment to another FEMA recipient on a case-by-case basis. The use of controlled equipment under an MOU or other regional sharing agreement as listed under section VI above does not constitute a transfer of controlled equipment.

X. Additional Requirements

All grant recipients that are authorized to utilize federal funding to procure or acquire controlled equipment must comply with 2 C.F.R. Part 200 and the terms of the award agreement with

FEMA and the special conditions that are placed on the award by FEMA. The same terms and conditions with respect to the management, use, and disposition of the equipment apply to the receiving entity in instances when FEMA authorizes the transfer of controlled equipment from the recipient to another entity.

XI. Violations of Use of Controlled Equipment

FEMA may take appropriate action according to 2 C.F.R. Part 200 for violations of any federal statutes, regulations of the terms and conditions of the award related to controlled equipment (e.g., failure to adopt required protocols, unauthorized transfers).

For alleged violations of law involving the grant-funded controlled equipment, including civil rights laws, the matter will be referred for investigation to FEMA's Office of Civil Rights (OCR), DHS's Office of Civil Rights and Civil Liberties, other appropriate compliance office, or the U.S. Department of Justice. If the investigation results in a finding that the recipient violated a civil rights or other relevant statute, appropriate remedies for noncompliance will be taken against the recipient. The actions or suspension will last until FEMA determines that the violation has been corrected.

FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Questions regarding this IB, whether the IB applies to a particular project, or guidance on controlled equipment expenditures may be directed to the appropriate FEMA GPD Program Analyst or the Centralized Scheduling and Information Desk at askcsid@fema.gov or 1-800-368-6498.

Additionally, upon request, LEAs must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols, to DHS/FEMA.

b) **Training Records:**

The entity must retain comprehensive training records, either in the personnel file of the individual who was trained or by the recipient's training division or equivalent entity, for a period of at least three (3) years after training date, and must provide a copy of these records, upon request, to DHS/FEMA.

c) **After-Action Review Records:**

The entity must retain After-Action Review reports with the Required Information (IV.a.) following any significant incident report for a period of at least three (3) years and must provide a copy of these records, upon request, to DHS/FEMA. This information shall also be made available to the community served in accordance with applicable policies and protocols including considerations regarding the disclosure of sensitive information.

VI. Additional Requirements for UAS

All requests to purchase Unmanned Aerial Systems (UAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the UAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems, issued February 20, 2015.

VII. Regional Capability

If the controlled equipment will provide a regional or multi-jurisdictional capability, all entities in the regional sharing agreement must meet the aforementioned policy and protocol requirements, training requirements, after-action analysis report requirements, and record keeping requirements. The acquiring entity is responsible for ensuring that a person/jurisdiction who uses its controlled equipment acquired through federal programs adheres to the entity's relevant policies or the regional sharing agreement, regardless of whether the user is employed by that entity. Ultimately, the responsibility of the use of controlled equipment rests with the entity that acquired it through a federal program, including in emergency and exigent circumstances.

Acquisition of controlled equipment – due to size, cost, scarcity, or other reason – for use in regional sharing arrangements, is strongly encouraged.

VIII. Disposal or Transfer of Controlled Equipment

Disposal

Prior to disposing of the controlled equipment, recipients must request disposition instructions from FEMA consistent with the terms of 2 C.F.R. Part 200 and the award agreement. Recipients must abide by all applicable federal, state, local, tribal, and territorial laws, regulations, and programmatic terms when disposing of controlled equipment.

Transfer

Controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred without written permission from FEMA. FEMA reserves the right to allow for the transfer of controlled equipment to another FEMA recipient on a case-by-case basis. The use of controlled equipment under an MOU or other regional sharing agreement as listed under section VI above does not constitute a transfer of controlled equipment.

IX. Civil Rights Compliance

Entities requesting controlled equipment must disclose the following information with their application:

- 1) any finding by a Federal Court or a Federal Government agency, including an agency's civil rights office or the Civil Rights Division of the U.S. Department of Justice, that the entity has violated a federal civil rights statute, nondiscrimination provision of any federal program statute, or any other programmatic term or condition related to nondiscrimination during the past 3 years,
- 2) any remedial agreement entered into as a result of a civil rights investigation during the past 3 years, or
- 3) any admissions of liability made regarding violations of federal civil rights law in the entity's policing functions during the past 3 years. Entities must provide detailed information about the violation(s) and any efforts the entity has taken to cure the violation(s), and/or any information on remedial agreements.

FEMA Office of Equal Rights (FEMA OER) and DHS Office for Civil Rights and Civil Liberties (DHS CRCL) will review the information provided by the entity to evaluate the applicant's current compliance with civil rights requirements, and whether the applicant has taken steps to remedy civil rights violations such that DHS can be assured that the entity will administer its programs and activities in a nondiscriminatory manner. Information on the review process for disclosures of civil rights violations is detailed in Information Bulletin 414: Civil Rights Review Process for Controlled Equipment Requests.

X. Violations of Use of Controlled Equipment

FEMA may take appropriate action according to 2 C.F.R. Part 200 for violations of any federal statutes and regulations of the terms and conditions of the award related to controlled equipment (e.g., failure to adopt required protocols, unauthorized transfers).

For alleged violations of civil rights law involving the grant-funded controlled equipment, the matter will be referred for investigation to FEMA OER and DHS CRCL to determine appropriate next steps, which may include but is not limited to an investigation or compliance review. If, after advising the appropriate person or persons of a failure to comply, DHS determines that compliance cannot be secured by voluntary means, DHS may bring about compliance by the termination of or refusal to grant or to continue assistance or by any other means authorized by law, which may include but are not limited to referral to the Department of Justice for judicial action.

XI. Additional Requirements

All grant recipients that are authorized to utilize federal funding to procure or acquire controlled equipment must comply with 2 C.F.R. Part 200 and the terms of the award agreement with FEMA and the special conditions that are placed on the award by FEMA. The same terms and conditions with respect to the management, use, and disposition of the equipment apply to the

receiving entity in instances when FEMA authorizes the transfer of controlled equipment from the recipient to another entity.

Questions regarding this IB and whether the IB applies to a particular project, or guidance on controlled equipment expenditures may be directed to the appropriate FEMA Grant Programs Directorate Program Analyst or the Centralized Scheduling and Information Desk at askcsid@fema.gov or 1-800-368-6498.

B-4

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO TMA OPERATIONS,
LLC, FOR \$360,713.00**

WHEREAS, the County, after due notice and advertisement, received sealed bids for the remounting of four (4) ambulances on 2018 or newer E450 Chassis (or approved equal) for use by the Gloucester County Department of Emergency Management EMS Division; and

WHEREAS, after following proper public bidding procedure, it was determined that TMA Operations, LLC, with offices at 3704 Medallion Street, Newport, AR 72112 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$360,713.00, as more specifically described in the bid specifications PD-018-058; and

WHEREAS, a trade-in credit of \$3,000.00 on existing four (4) chassis was credited to the total contract amount of \$363,713.00, resulting in a total contract amount of \$360,713.00; and

WHEREAS, bids were publicly received and opened on September 21, 2018; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$360,713.00, pursuant to C.A.F. # 18-08211, of which \$161,053.01 shall be charged against budget line item C-04-17-020-250-20201 and \$199,659.99 shall be charged against budget line item C-04-18-020-250-20201.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with TMA Operations, LLC, for the remounting of four (4) ambulances on 2019 Ford E450 Chassis for use by the Gloucester County Department of Emergency Management EMS Division, for a total contract amount of \$360,713.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
TMA OPERATIONS, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 17th day of **October, 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 **TMA OPERATIONS, LLC**, of 3704 Medallion Street, Newport, Arkansas 72112, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the remounting of four (4) ambulances on 2018 E450 Chassis (or approved equal) for use by the Gloucester County Department of Emergency Management EMS Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services, as indicated in bid PD-018-058, within ninety (90) working days.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$360,713.00, as per PD-018-058.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-018-058, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

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

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

17. **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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

approval of the County.

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

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-018-058, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 17th day of October, 2018.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TMA OPERATIONS, LLC

**By:
Title:**

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

18-08211

NO.

ORDER DATE: 09/25/18
REQUISITION NO: R8-08585
DELIVERY DATE:
STATE CONTRACT: PD 018-058
ACCOUNT NUM:

Pg 1

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GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

VENDOR #: TMAOP010

**V
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R**

TMA OPERATIONS, LLC
3704 MEDALLION STREET
NEWPORT, AR 72112

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	RECOUNTING OF FOUR (4) AMBULANCES ON 2018 OR NEWER FORD E450 CHASSIS (OR APPROVED EQUAL) FOR THE GLOUCESTER COUNTY EMS AS PER PD 018-058.	C-04-17-020-250-20201 EMS - Ambulances	161,053.0100	161,053.01
1.00	BALANCE OF LINE ITEM 1	C-04-18-020-250-20201 Ambulances	199,659.9900	199,659.99
			TOTAL	360,713.00

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

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**

Joseph Henderson
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT V AND RETURN END PAYMENT

B-5

RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY THROUGH STATE CONTRACT #A82583 IN AN AMOUNT NOT TO EXCEED \$75,000.00, FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019

WHEREAS, the County of Gloucester has a need to purchase cellular service for the Gloucester County; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase said wireless service from Verizon Wireless, in an amount not to exceed \$75,000.00, from November 1, 2018 to October 31, 2019 through State Contract #A82583; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$75,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2019 is conditioned upon the approval of the 2019 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase wireless service for the County of Gloucester from Verizon Wireless, in an amount not to exceed \$75,000.00, from November 1, 2018 to October 31, 2019 through State Contract #A82583; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

RESOLUTION AUTHORIZING CONTRACTS WITH SIGNAL CONTROL PRODUCTS, INC., GENERAL TRAFFIC EQUIPMENT CORP., AND TRAFFIC PARTS, INC., FROM OCTOBER 17, 2018 TO OCTOBER 16, 2019 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$754,633.00

WHEREAS, the County has need for the supply and delivery of traffic signal parts and components as per PD-018-055 for the use by the Public Works Department and the County Engineer, and after public notice and advertising the County received sealed bid responses on August 18, 2018 for each product individually, and awards splits contracts on that basis; and

WHEREAS, it was determined that Signal Control Products, Inc. of 199 Evans Way, Branchburg, NJ 08876, was the lowest responsive and responsible bidder to supply and deliver parts and components for items 001, 003, 005-007, 009-014, 016, 017, 019, 022-023, 029, 031-033, 035-043, 046-050, 053, 054, 058-064, 068-078, 080-084, 086 and 089-092, in an amount not to exceed \$689,912.50; and

WHEREAS, it was determined that General Traffic Equipment Corp. of 259 Broadway, Newburgh, NY 12550, was the lowest responsive and responsible bidder to supply and deliver parts and components for items 002, 004, 028, 034, 044-045, 052, 065, 079, 085 and 088, in an amount not to exceed \$26,400.00; and

WHEREAS, it was determined that Traffic Parts, Inc. with an address of P.O. Box 837, Spring, TX 77383, was the lowest responsive and responsible bidder to supply and deliver parts and components for items 008, 015, 018, 020, 021, 024-027, 030, 051, 055-057, 066, 067 and 087, in an amount not to exceed \$38,320.50; and

WHEREAS, the contracts to be awarded are for estimated units of service and are therefore open ended, which does not obligate the County to make any purchase or obtain any service, so that no Certificates of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is authorized to execute contracts for the supply and delivery of the specific traffic signal parts and components pursuant to bid specifications PD-018-055, with: **(1) Signal Control Products, Inc.** in an amount not to exceed \$689,912.50; **(2) General Traffic Equipment Corp.** in an amount not to exceed \$26,400.00; and **(3) Traffic Parts, Inc.** in an amount not to exceed \$38,320.50, for an aggregate amount not to exceed \$754,633.00 for a one-year period from October 17, 2018 to October 16, 2019, with the County having the option to extend each contract for one (1) two-year extension, or two (2) one-year extensions; and

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

ADOPTED at a regular meeting of the Board Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

PURCHASE CONTRACT

Between
COUNTY OF GLOUCESTER
AND
TRAFFIC PARTS, INC.

THIS PURCHASE CONTRACT is made effective the 17th day of **October, 2018** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **TRAFFIC PARTS, INC.** with an address of P.O. Box 837, Spring, TX 77383, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County seeks the supply and delivery of certain traffic control parts and components, as per the specifications set forth in **PD-018-055**; and

WHEREAS, bid responses were publicly received and opened by the County on September 18, 2018 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as "Contract", is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and all statutory terms and provisions required for public contracting; and

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from October 17, 2018 to October 16, 2019 with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.
2. **COMPENSATION**. Vendor shall be compensated a total contract amount not to exceed \$38,320.50 per year.

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

3. **DUTIES OF VENDOR**. The supply of the products, specifically items 008, 015, 018, 020, 021, 024-027, 030, 051, 055-057, 066, 067 and 087, and delivery details to be provided by

the Vendor are set forth in specifications identified as **PD-018-055**, which are incorporated and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

- A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.
- C. will send a notice to each labor union with which it has a collective bargaining agreement to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to supply the item(s) which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this contract document, the specifications identified as **PD-018-055**, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS PURCHASE CONTRACT is made effective this 17th day of **October, 2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TRAFFIC PARTS, INC.

By:
Title:

PURCHASE CONTRACT

**Between
COUNTY OF GLOUCESTER
AND
GENERAL TRAFFIC EQUIPMENT CORP.**

THIS PURCHASE CONTRACT is made effective the 17th day of **October, 2018** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as **“County”**, and **GENERAL TRAFFIC EQUIPMENT CORP.** with offices at 259 Broadway, Newburgh, NY 12550, hereinafter referred to as **“Vendor”**.

RECITALS

WHEREAS, the County seeks the supply and delivery of certain traffic control parts and components, as per the specifications set forth in **PD-018-055**; and

WHEREAS, bid responses were publicly received and opened by the County on September 18, 2018 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as **“Contract”**, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from October 17, 2018 to October 16, 2019 with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.
2. **COMPENSATION.** Vendor shall be compensated a total contract amount not to exceed \$26,400.00 per year.

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

3. **DUTIES OF VENDOR.** The supply of the products, specifically items 002, 004, 028, 034, 044-045, 052, 065, 079, 085 and 088, and delivery details to be provided by the Vendor are

set forth in specifications identified as **PD-018-055**, which are incorporated and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

4. FURTHER OBLIGATIONS. During the performance of this Contract, the Vendor agrees that it:

- A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.
- C. will send a notice to each labor union with which it has a collective bargaining agreement to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to supply the item(s) which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this contract document, the specifications identified as **PD-018-055**, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS PURCHASE CONTRACT is made effective this 17th day of **October, 2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GENERAL TRAFFIC EQUIPMENT CORP.

By:
Title:

PURCHASE CONTRACT

Between
COUNTY OF GLOUCESTER
AND
SIGNAL CONTROL PRODUCTS, INC.

THIS PURCHASE CONTRACT is made effective the 17th day of **October, 2018** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **SIGNAL CONTROL PRODUCTS, INC.** with offices at 199 Evans Way, Branchburg, NJ 08876, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County seeks the supply and delivery of certain traffic control parts and components, as per the specifications set forth in **PD-018-055**; and

WHEREAS, bid responses were publicly received and opened by the County on September 18, 2018 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as "Contract", is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and all statutory terms and provisions required for public contracting; and

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from October 17, 2018 to October 16, 2019 with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.
2. **COMPENSATION.** Vendor shall be compensated a total contract amount not to exceed \$689,912.50 per year.

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

3. **DUTIES OF VENDOR.** The supply of the products, specifically items 001, 003, 005-007, 009-014, 016, 017, 019, 022, 023, 029, 031-033, 035-043, 046-050, 053, 054, 058-064, 068-

078, 080-084, 086 and 089-092, and delivery details to be provided by the Vendor are set forth in specifications identified as **PD-018-055**, which are incorporated and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

- A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.
- C. will send a notice to each labor union with which it has a collective bargaining agreement to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to supply the item(s) which are the subject of this Contract,

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.
- F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract and further covenants that in the performance of this Contract, no person having any such interest shall be employed.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this contract document, the specifications identified as **PD-018-055**, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS PURCHASE CONTRACT is made effective this 17th day of **October, 2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SIGNAL CONTROL PRODUCTS, INC.

By:
Title:

Purchase of Traffic Signal Parts and Components

Office of the County Engineer
County of Gloucester

SUMMARY OF BIDS



PD-018-055

Item No.	Unit	Description	Estimated Quantity	Price	Price	Price
001	5 each	Traffic Signal ground rod, Type 5, Controller Cabinet, unpainted steel diameter with 6 sub-bases, controller is phase Model ASC/22100 (or equal) controller with internal time base coordination module. Model 12181VA (or equal) 12-channel signal monitor, 16-position swing-down lamp panel & yellow, 40-over/24ly 41-pole/24ly 41-pole solid state base, 1 set switches for yellow and pedestrian movements, 2 horizontal movement lamp frames 5 heavy duty field terminal boxes, field terminal boxes for 20 detector cables, installation with the installation of the traffic signal.	5	\$9,465.00	No Bid	No Bid
002	20 each	Solid State Flasher, rated 20 Amp, Model 204	20	\$28.00	\$26.00	\$34.50
003	15 box	Hardware, 3/8" wide, stainless steel, 100 ft. length box	15	\$44.00	\$55.00	\$54.00
004	40 each	Bronze Plugs Hanger with wire entrance outlet	40	\$118.00	\$90.00	No Bid
005	5 each	Controller Cabinet Filter, 12" x 14" x 11" (2 per case)	5	\$48.00	No Bid	No Bid
006	5 each	Aluminum Mast Arm, Model Type 20M, with 6.5/8" alamps	5	\$24.00	No Bid	No Bid
007	10 each	Flasher, Digital, Reddy, Model - 1967200	10	\$24.00	\$28.00	\$24.00
008	5 each	Solid State Digital Flasher, square, model - SM0103	5	\$112.00	\$95.00	\$74.50
009	5 each	12" Red Signal Mast Arm, Type 20M/A	5	\$1355.00	No Bid	No Bid
010	60 each	12" Aluminum Terminal, Viscer, Yellow, Traffic Technology, Clear, #0700278 (or equal)	60	\$13.00	\$16.00	\$17.50
011	5 each	Base Assembly, Type 11-10, 1130 base, square base	5	\$380.00	No Bid	No Bid
012	20 each	Ballpoint NEMA Signal Control Monitor Unit, Model BSSM-1212 (or equal)	20	\$655.00	No Bid	No Bid
013	10 each	Pole Base Assembly, Type 11-20 for 1" pole, w/connecting hardware, pole to base, and base foundation	10	\$385.00	No Bid	No Bid
014	10 each	Pedestrian Push Buttons on Brackets 18-21" Multiple length with 2 pole attachment	10	\$145.00	No Bid	No Bid
015	25 each	Pedestrian Push Buttons	25	\$48.00	\$30.00	\$17.75
016	25 each	ADA Compliant Pedestrian Buttons, Keypad Engineering Model 113 or equivalent	25	\$18.00	No Bid	No Bid
017	5 each	Push Button Control Unit, Phillips Buttons (PBCT)	5	\$198.00	No Bid	No Bid
018	25 each	24 Hour Master Controller, Installed in SM14111 Cabinet	25	\$425.00	\$680.00	\$290.00
019	10 each	Refer Callings, Type "T" w/Callinger Base to Foundation Hardware, w/6" spider bolts	10	\$890.00	No Bid	No Bid

<p>Signal Control Products 1901 Evans Way Bridgeton, NJ 08876 John H. Solt, Vice Pres. Phone: 908.231.1133 Fax: 908.747.0338 johnh@signalcontrol.com</p>	<p>Interim Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Sharf, Pres. Phone: 845.560.9000 Fax: 845.560.1880 rayse@interimtraffic.com</p>	<p>Traffic Parts Inc. PO Box 837 Spring TX 77383 Danny Miller Sales Mgr. Phone: 1.800.345.6329 Fax: 713.490.0755 danny@trafficparts.com</p>
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SUMMARY OF BIDS



PD-018-055

Item No.	Unit	Description	Estimated Quantity	Price	Price	Price
020	10 each	12" Louvered Inserts (Black)	10	\$74.00	\$54.00	\$54.00
021	5 each	8" Louvered Inserts (Black)	5	\$62.00	\$55.00	\$47.00
022	5 each	8" Metal Arms 1.5m, 6-5/8"	5	\$905.00	No Bid	No Bid
023	10 each	Traffic Signal Standard Type 17" poles, 6-5/8"	10	\$975.00	No Bid	No Bid
024	35 each	8" Aluminum Tunnel Visor, Yellow, Traffic Technology Control # 070024B (or equal)	35	\$13.00	\$14.00	\$12.45
025	80 each	1 1/2" x 12" Nipple Assembly, Complete with Elbow	80	\$34.00	\$38.00	\$20.95
026	80 each	1 1/2" x 6" Nipple Assembly, Complete with Elbow	80	\$32.00	\$32.00	\$16.00
027	25 each	1 1/2" x 6" Fluid Steel Nipple	25	\$7.50	\$12.00	\$5.70
028	50 each	Brnze Clasp Nipple 1/2" for Many Arm Slip Fitter	50	\$15.00	\$12.00	No Bid
029	10 each	1 1/2" Service Weather Head	10	\$15.00	No Bid	\$15.50
030	20 each	2" Service Weather Head	20	\$24.00	No Bid	\$16.00
031	10 each	2" Rigid Steel Conduit, 10' length	10	\$96.00	No Bid	No Bid
032	10 each	1 1/2" Rigid Steel Conduit, 10' length	10	\$84.00	No Bid	No Bid
033	5 boxes	Brackets for handling, 5/8" wide Stainless Steel, 100 Brackets per Box	5	\$36.00	No Bid	\$42.00
034	40 each	2-Way Hollow Top Brackets, 1/4" long for Traffic Signal Heads	40	\$74.00	\$65.00	No Bid
035	40 each	2-Way Reflector/Sign Assembly, 1/4" long for Traffic Signal Heads	40	\$20.00	\$24.00	\$113.75
036	5 each	Coil Band 1/2" Tool, UIC/201	5	\$87.00	No Bid	No Bid
037	75 each	12" x 3 Section Aluminum Traffic Signal Bracket, Yellow & Green (HD)	75	\$235.00	\$265.00	\$277.15
038	75 each	6" Section Aluminum Traffic Signal with Red, Yellow & Green (HD)	75	\$210.00	\$220.00	\$243.65
039	25 each	Recessed Conductor Assembly Model/ASG-25/2100	25	\$1,950.00	No Bid	No Bid
040	10 each	8" Recessed Pole with (T) 6 Base, with Compacting Hardware Base to Foundation	10	\$955.00	No Bid	No Bid
041	40 each	12" Pedestal Pole with (T) 6 Base with Connecting Hardware Base to Foundation	40	\$105.00	No Bid	No Bid
042	20 each	14" Pedestal Pole with (T) 6 Base with Connecting Hardware Base to Foundation	20	\$435.00	No Bid	No Bid
043	20 each	16" Pedestal Pole with (T) 6 Base with Connecting Hardware Base to Foundation	20	\$460.00	No Bid	No Bid
044	50 each	16" Section Aluminum Pedestrian Signal with Handicapped (HD)	50	\$224.00	\$180.00	\$229.35
045	100 each	1/2" Inb Plates	100	\$12.00	\$12.00	\$6.75
046	20 each	1 1/2" x 10" PVC Conduit (Std. 80)	20	\$20.00	No Bid	No Bid
047	20 each	1 1/2" x 10" Metal Conduit (Std. 80)	20	\$65.00	No Bid	No Bid
048	20 each	1/8" x 1/4" Brass Grounding Rods	20	\$46.00	No Bid	No Bid

<p>Signal Control Products 199 Byrnes Way Brentwood, NJ 08616 John H. Bell, Vice Pres Phone: 908.231.1133 Fax: 908.707.0338 john@signalcontrol.com</p>	<p>General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Stellan, Pres Phone: 845.569.9000 Fax: 845.569.1800 ray@generaltraffic.com</p>	<p>Traffic Parts Inc. P.O. Box 837 Spring TX, 77383 Denny Miller Sales Mgr. Phone: 1.800.345.6329 Fax: 713.490.0755 denny@trafficparts.com</p>
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SUMMARY OF BIDS

PD-018-055

Item No.	Unit	Description	Estimated Quantity	Price	Price	Price
049	5 each	Electric Service Cable (EHS) (rolls of 500' each 600 volt - 6 AWG - copper's stranded - black - leader for yard/deck locations)	5	\$145.00	No Bid	\$390.00
050	5 each	4-Conductor 24 AWG Wire Reels of IMESA 20-1 (600 V (1,000' roll)	5	\$325.00	No Bid	\$662.00
051	5 each	5-Conductor 14 AWG Wire Reels of IMESA 19-1 (600 V (1,000' roll)	5	\$810.00	No Bid	\$800.00
052	20 each	2-Astro Breaker Standard Assembly-Alt-4016-4-29-SS	20	\$180.00	\$110.00	\$124.75
053	10 each	2-Astro Breaker Standard Assembly-Alt-4016-4-29-SS	10	\$6,765.00	No Bid	No Bid
054	10 each	18" Subbase for 2" Meter Cabinet with gss-2 subbase	10	\$535.00	No Bid	No Bid
055	50 each	4" Cabinet Ken with Guard	50	\$24.00	No Bid	\$22.00
056	50 each	Signal Closure Kit for traffic signal as manufactured by Telco Products, part #SB-30346-yellow	50	\$3.50	\$6.00	\$2.75
057	50 each	Signal Hardware Kit for connecting traffic signal sections together as manufactured by Peak Traffic Systems, part #070012B (for equal)	50	\$6.50	\$6.00	\$4.75
058	20 each	Pre-Video detection Solo Pro (Pre-Video) shall consist of the following: A. Motion Vision Processor (MVP) color 22x zoom shall be an Antioscope Solo Pro II Processor II Unit (with Adjustable Camera Mount, Olson Aluminum Castings (SB29-ACM-74) with 2.5 foot of cabling; B. conductor; 1x 18 AWG in Sanquaire jacket	20	\$3,950.00	No Bid	No Bid
059	5 each	Communication Interface Panel (AICIP) for Antioscope Solo Pro II Camera System	5	\$1,545.00	No Bid	No Bid
060	5 each	Minimum Detection Port Master for Antioscope Solo Pro II Camera System	5	\$11,020.00	No Bid	No Bid
061	5 each	One (1) complete detection package shall consist of the following items: 1- Remote Antioscope IP Interface Panel 4- Remote Antioscope Base Inge-Detector 4- Camera mounting brackets (Olson Aluminum Castings SB29-ACM-74) 1- Remote Antioscope Base Access Point Video Detector Card 1- 1,000 ft bulk roll camera braided cable (3 conductor, 14 AWG in Polyethylene jacket) 1- Shielded cat endoscopy with AIC detector 1- Supplier to assist with installation, setup and after of training	5	\$18,600.00	No Bid	No Bid
062	20 each	The video detection Base camera device shall consist of an Remote Antioscope Base Inge Detector with adjustable camera mount, Olson Aluminum Casting (SB29-ACM-74) with 25 ft cables, 3 conductor and 14 AWG in jacket	20	\$4,050.00	No Bid	No Bid

<p>Signal Control Products 199 Hyatt Way Bridgewater, NJ 08807-6100 John J. Tull, Vice Pres Phone: 908.211.1115 Fax: 908.707.0535 john@signalcontrol.com</p>	<p>General Traffic Equipment Corp 259 Broadway Newburgh, NY 12550 Raymond Stalton, Pres Phone: 845.569.9000 Fax: 845.569.1800 ray@generaltrafficquip.com</p>	<p>Traffic Poles Inc PO Box 837 SpRING TX, 77383 Danny Miller Sales Mgr Phone: 1.800.345.6329 Fax: 713.490.0755 danny@trafficpoles.com</p>
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SUMMARY OF BIDS



PD-018-055

Item No.	Unit	Description	Estimated Quantity	Price	Price	Price
063	5 each	<p>SIJDOT Type "R" pole complete, consisting of 10' x 9" tapered 6063 9/16 spun aluminum pole, 250' spool with VBI transceiver base, in-house base-to-base foundation, base-to-pole bracket, aluminum pole clip and nut covers, Tee SIJDOT dye (1-100)</p> <p>Renew existing 4" cabinet, simply cabinet to be picked up at the Gloucester County Maintenance yard, Clayton. The following items are to be installed in above cabinet:</p> <ul style="list-style-type: none"> 1 - 16 position 181 style headcable with four (4) extra field terminal blocks 1 - VBI DOT style power supply 1 - Video detector panel w/feedback isolation elements & six (6) 4 channel loop detector harnesses 1 - detector fan blower panel 1 - Door switch assembly 1 - Fan, Light and Thermostat assembly <p>The controller, controller monitor, loop detector and other plug-ins shall not be supplied.</p>	5	\$1,950.00	No Bid	No Bid
064	5 each	<ul style="list-style-type: none"> 1 - Video detector panel w/feedback isolation elements & six (6) 4 channel loop detector harnesses 1 - detector fan blower panel 1 - Door switch assembly 1 - Fan, Light and Thermostat assembly <p>The controller, controller monitor, loop detector and other plug-ins shall not be supplied.</p>	5	\$6,775.00	No Bid	No Bid
065	5 each	1 - heavy aluminum splicer with bronze phase strips	5	\$52.00	\$39.00	\$41.00
066	5 each	7 - Conductor 14AWG IMSA stranded traffic signal cable on 1,000 foot reel.	5	\$1,145.00	No Bid	\$1,088.00
067	5 each	Cable on 1,000 foot reel. 16 conductor 14AWG IMSA stranded traffic signal.	5	\$1,475.00	No Bid	\$746.00
068	10 each	SKS Hydroponic relay type SKK12G-Q811-12 VAC 1/6 HP, 10amp, 120 VAC 1/2 HP. (Range 28 VDC Used for Redefinition Bush Buttons)	10	\$14.00	No Bid	No Bid
069	5 each	25' heat shrink type 24MK	5	\$1,425.00	No Bid	No Bid
070	10 each	20' x 44' Greenfield tubing	10	\$28.00	No Bid	No Bid
071	10 each	22' straight flex conductors	10	\$2.00	No Bid	No Bid
072	10 each	32' 90° flex conductors	10	\$3.00	No Bid	No Bid
073	25 each	25' x 1/2" galvanized conductor	25	\$16.00	No Bid	No Bid
074	25 each	X-X-Galvanized shielded wires	25	\$6.00	No Bid	No Bid
075	25 each	Galvanized shielded couplings	25	\$7.00	No Bid	No Bid

<p>Signal Control Products 192 Evans Way Brentford, NY 08806 John H. Hoff, Vice Pres. Phone: 908.231.1133 Fax: 908.707.0383 johnh@signalcontrol.com</p>	<p>General Traffic Equipment Corp. 259 Broadway Newburgh, NY 12550 Raymond Stratton, Pres. Phone: 845.569.9000 Fax: 845.569.1800 rayse@generaltrafficcorp.com</p>	<p>Traffic Signs Inc. PO Box 837 Spring Tx, 77383 Denny Miller, Sales Mgr. Phone: 1.800.345.6329 Fax: 713.490.0755 denny@traffsigns.com</p>
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SUMMARY OF BIDS



PD-018-055

Item No.	Unit	Description	Estimated Quantity	Price	Price	Price
076	25 each	Steel Ladder	25	\$2.50	No Bid	No Bid
077	25 each	12' aluminum pedestrian signal yellow	25	\$24.00	No Bid	No Bid
078	10 each	12' aluminum pedestrian signal yellow	10	\$38.00	No Bid	No Bid
079	10 each	16' aluminum pedestrian signal yellow	10	\$46.00	No Bid	No Bid
080	5 set	Outpost Barriers for City UHS Units (set of 6)	5	\$30.00	No Bid	No Bid
081	5 set	Outpost Barriers for City UHS Units (set of 6)	5	\$30.00	No Bid	No Bid
082	25 each	Outpost Barriers for City UHS Units (set of 6)	25	\$5.00	No Bid	No Bid
083	25 each	Outpost Barriers for City UHS Units (set of 6)	25	\$24.00	No Bid	No Bid
084	10 each	18' aluminum base for traffic signal pole	10	\$98.00	No Bid	No Bid
085	25 each	3 Way Hollow Top Brackets (14" Long for Traffic Signal Head)	25	\$79.00	No Bid	No Bid
086	5 each	24" x 30" LED Blankout Sign (No Turn on Red) with Overhead Mounting Brackets	5	\$2,825.00	No Bid	\$2,196.00
088	25 each	Pedestrian Signal 16" Section Aluminum Yellow Body with Countdown-type LED Module	25	\$215.00	\$172.00	\$225.00
089	5 each	12" 3-seg optically programmable traffic signal yellow aluminum body with vision lens	5	\$2,990.00	\$3,000.00	No Bid
090	5 each	12" 3-seg optically programmable traffic signal yellow aluminum body with vision lens	5	\$4,900.00	No Bid	No Bid
091	50 each	Solid State Road System (Take Model 15-200 for approved quad)	50	\$24.00	\$24.00	\$25.00
092	50 each	Pedestrian Base Conversion (Typecode) Washer for 4 Round (4 Square Base, 0.3" thickness)	50	\$8.00	No Bid	No Bid
Total of low bid items x estimated quantities				\$689,912.50	\$26,400.00	\$38,320.50
Total of bid items x estimated quantities				\$776,760.00	\$108,680.00	\$115,063.00

Signal Control Products 190 Beyer Way Binghamton, NY 08876 (607) 734-1111 Phone: 607-734-1111 Fax: 607-734-1111 john@signalcontrol.com	General Traffic Equipment Corp 259 Broadway Northburgh, NY 12550 Regional Station, Pres Phone: 845-569-9000 Fax: 845-569-7800 tavis@generaltraffic.com	Traffic Parts Inc PO Box 837 Spring Tx, 77383 Danny Miller Sales Mgr Phone: 1-800-345-6329 Fax: 713-490-0755 danny@trafficparts.com
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Vincent M. Vollaglio, P.E., Gloucester County Engineer

9-25-18

**RESOLUTION AUTHORIZING A CONTRACT WITH ATLANTIC SALT, INC.
FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019 IN AN AMOUNT
NOT TO EXCEED \$1,500,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for bids, per PD-018-050, which were received and opened in public on August 22, 2018 for the supply and delivery of rock salt; and

WHEREAS, after following proper bidding procedure it was determined that Atlantic Salt, Inc., with an address of 134 Middle Street, Suite 210, Lowell, MA 01852 was the lowest responsive and responsible bidder to supply and deliver rock salt at a price of \$51.15 per ton, as set forth in their bid proposal; and

WHEREAS, the contract shall be awarded for a term of one (1) year, in an amount not to exceed \$1,500,000.00, and shall be for estimated units of service and is open-ended, which does not obligate the County to make any purchase, so that 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 Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to a contract with Atlantic Salt, Inc., for the supply and delivery of rock salt as per prices set forth in their bid response to PD-018-050, in an amount not to exceed \$1,500,000.00 from November 1, 2018 to October 31, 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, October 17, 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
ATLANTIC SALT, INC.**

THIS CONTRACT is made the 1st day of **November, 2018** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and, **ATLANTIC SALT, INC.**, with offices at 123 N. Wacker Drive, Chicago, IL 60606, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of rock salt as per bid specifications PD-018-050, for use on County roadways for deicing and to make brine; and

WHEREAS, the Vendor represents that it is qualified to supply and deliver rock salt to the six (6) regional salt facilities maintained by the County, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year from November 1, 2018 to October 31, 2019.
2. **COMPENSATION.** The Vendor shall supply and deliver rock salt to the County at the price of fifty-one dollars and fifteen cents (\$51.15) per ton, as set forth in Vendor's bid response to PD-018-050. This Contract is for estimated units of goods and services on an as-needed basis by the County in an amount not to exceed \$1,500,000.00 for the term of the Contract and is therefore open-ended, which does not obligate the County to make any purchase.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the

specifications for PD-018-050 and Vendor's bid response which are both incorporated into and made part of this Contract by reference. Vendor shall supply and deliver rock salt to the County when requested by the County, as needed, to the County's regional salt facilities. Vendor will honor County's delivery request pursuant to the County specifications and Vendor's bid response regardless of supply and demand events which may influence or enhance market value for the product. In the event Vendor is unable to transport a delivery as requested, in an exigent situation, the parties will coordinate for the County to pick up the salt.

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

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

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

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT shall become effective the **1st** day of **November, 2018.**

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ATLANTIC SALT, INC.

**By: SHELAGH E. MAHONE
Title: PRESIDENT**

<p>PD 018-50 Bid Opening 8/22/2018 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF ROCK SALT FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>	<p>VENDOR: Chemical Equipment Labs, Inc. 3920-A Providence Rd. Newtown Square, PA 19073 John Morgan, Principal 610-497-9390 610-497-9524 Fax</p>	<p>VENDOR: Mid-Atlantic Salt LLC P.O.Box 135 Gladwyne, PA 09035 Suzanne Stein, V.P. 610-348-7982 267-273-0350 - Fax</p>	<p>VENDOR: Atlantic Salt Inc. 134 Middle St. Ste 210 Lowell, MA 01852 Shelagh E. Mahone, Pres. 978 453-4911 978 251-9244 Fax</p>	<p>VENDOR: Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606 Daniel Thompson, V.P. 855-665-4540 630-214-0725 Fax</p>	<p>VENDOR: SiteOne Landscape Supply, LLC 650 Stevenson Highway Troy, MI 48063-1110 Keith McGinty, Director 216-706-9250 248-581-1433 - Fax</p>	<p>10/3/2018</p>
<p>ITEM DESCRIPTION</p>						
<p>Rock Salt in Accordance with Specs - price per ton</p>	<p>\$54.09</p>	<p>\$59.70</p>	<p>\$51.15</p>	<p>\$51.61</p>	<p>\$114.00</p>	
<p>Mining Location</p>	<p>Egypt</p>	<p>Dominican Republic</p>	<p>Chile</p>	<p>Chile, South America</p>	<p>Mexico</p>	
<p>Processing Location</p>	<p>Wilmington, DE</p>	<p>Wilmington, DE</p>	<p>220 Philadelphia Pike, Claymont, DE</p>	<p>Wilmington, DE</p>	<p>Fairless Hills, PA</p>	
<p>Delivery</p>	<p>1-3 DAYS ARO</p>	<p>3 Business Days</p>	<p>1-3 DAYS ARO</p>	<p>2-4 Days ARO</p>	<p>5-7 Days ARO</p>	
<p>Variations: (if any)</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</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>YES</p>	<p>YES</p>	
<p>The term of this contract shall be from the date of award for a period of one (1) year.</p>						
<p>Bid specifications sent to:</p>	<p>Dart Seasonal Products Haven Salt Company, LLC Detroit Salt</p>	<p>Prime Vendor Compass Minerals America, Construction Journal</p>	<p>WB Mason Visual Informedia Onvia</p>	<p>Y-pers Precision Powerwash</p>		
<p>Based upon the bids received, I recommend Atlantic Salt, Inc., be awarded the contract as the lowest responsive,</p>	<p>responsible bidder.</p>	<p>Sincerely,</p>				
<p></p>	<p>Peter Mercanti Purchasing</p>					

RESOLUTION AUTHORIZING AN APPLICATION FOR THE FY 2018 USDA HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$59,152.34

WHEREAS, the Rural Housing Service is an agency of the U.S. Department of Agriculture (USDA), which annually accepts applications for the Section 533 Housing Preservation Grant and has published a Notice of Funds Availability for FY 2018; and

WHEREAS, on July 12, 2017 the County adopted a Resolution authorizing the annual submission of any documents necessary for the grant's pre-application; and

WHEREAS, based on the pre-application for FY 2018, the USDA Rural Development Division has awarded the County \$59,152.34 from the Housing Preservation Grant Program for a two year term, and pursuant to USDA procedures the County must formally accept the awarded 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 the Letter of Obligation, Grant Agreement and any other documents relative to the acceptance of grant funds from the Housing Preservation Grant Program for FY 2018 in the amount of \$59,152.34 for a two year term commencing on November 1, 2018; and

BE IT FURTHER RESOLVED, that the County confirms it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

BUDGET AMENDMENT FORM

DATE: September 24, 2018

1. GRANT TITLE: FY 2018 USDA Sec. 533 Housing Preservation Grant

2. DEPARTMENT: Public Works - Planning Division

3. FUNDING AGENCY CONTACT PERSON: Donna O'Brien, USDA Housing Specialist, NJ State Office

4. FUNDING AGENCY PHONE NUMBER: 856-787-7773

5. GRANT AMOUNT: \$ 59,152.34

6. A. CASH MATCH AMOUNT: \$ 0
(Attach mandated documentation)

B. IN-KIND MATCH: \$ 0

C. MODIFICATION AMOUNT: \$ 0

D. NEW TOTAL: \$ 59,152.34

8. CONTRACT PERIOD: FROM: 11/1/18 TO: 11/1/2020

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____

QUARTERLY: X _____

END OF CONTRACT: _____

ADVANCE: _____

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

Last day of quarter end

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: USDA releases a NOFA annually or as when funds become available

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: The funding will be utilized for owner occupied rehabilitation activities that benefit individuals/households with incomes below 50% of the area median income. The Department has been awarded \$59,152.34 This grant will go towards project implementation only which will include rehabilitation activities consistent with HUD's Housing Quality Standards.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: _____

Signature

DATE: 10-10-18

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED



United States Department of Agriculture

September 19, 2018

County of Gloucester
1200 N. Delsea Drive
Clayton, NJ 08312
ATTN: Christina Velazquez

RECEIVED
SEP 24 2018
PLANNING DIVISION

RE: USDA, Rural Development – Housing Preservation Grant FY 18 (HPG)

Dear Ms. Velazquez:

Please be informed that New Jersey's allocation for this fiscal year's Housing Preservation Grant program was only \$59,152.34. The County of Gloucester has been awarded a Housing Preservation Grant in the amount of \$59,152.34.

If you have any questions with regard to this matter, please contact the office at 609-534-9485.

Sincerely,



DONNA L. O'BRIEN

State Multi-Family Housing Specialist

cc: Robert M. Damming, Freeholder Director

Rural Development • Columbus Area Office
1971 Jacksonville-Jobstown Road • Columbus, NJ 08022
Voice (609) 534-9485 • Fax (855) 305-7382
www.rd.usda.gov/nj

USDA is an equal opportunity provider, employer, and lender.

2018 GLOUCESTER COUNTY BUDGET -Housing Preservation Grant
OTHER EXPENSE EXPLANATIONS

21287 HOMEOWNER REHAB

\$59,152

These funds are used to rehab owner occupied homes for very low and low income families within rural areas whose populations in towns do not exceed 20,000. It is anticipated that 10-12 homes can be rehabilitated.

DEPARTMENT: PUBLIC WORKS -PLANNING DIVISION

Form: C-2

DEPARTMENT CODE 180

Submission Date: July 25, 2018

Revision Date: September 24, 2018

HOUSING PRESERVATION GRANT AGREEMENT

This agreement dated November 1, 2018, is between County of Gloucester, 1200 N. Delsea Drive, Clayton, NJ 08312 (address), the grantee, organized and operating under Section 501 (c) (3) of the Internal Revenue Code, and the United States of America acting through the Rural Development. Rural Development agrees to grant a sum not to exceed \$59,152.34 subject to the terms and conditions of this agreement; provided, however, that the grant funds actually advanced and not needed for grant purposes shall be returned immediately to Rural Development. The Housing Preservation Grant (HPG) statement of activities approved by Rural Development, is attached, and shall commence within 10 days of the date of execution of this agreement by Rural Development and be completed within two (2) years of the execution date. Rural Development may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of this grant agreement or Rural Development regulations related hereto. The grantee may appeal adverse decisions in accordance with Rural Development's appeal procedures contained in Subpart B of Part 1900 of this chapter.

In consideration of said grant by Rural Development to the grantee, to be made pursuant to Section 533 of the Housing Act of 1949, HPG program, the grantee will provide such a program in accordance with the terms of this grant agreement and applicable Rural Development regulations.

PART A Definitions.

1. "Beginning date" means the date this agreement is executed by Rural Development and costs can be incurred.
2. "Ending date" means the date this agreement is scheduled to be completed. It is also the latest date grant funds will be provided under this agreement, without an approved extension.
3. "Disallowed costs" are those charges to a grant which Rural Development determines cannot be authorized in accordance with applicable Federal cost principles contained in 7 CFR Parts 3015 and 3016, as appropriate.
4. "Grant closeout" is the process by which the grant operation is concluded at the expiration of the grant period or following a decision to terminate the grant.

5. "Termination" of the grant means the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

PART B Terms of agreement.

Rural Development and the grantee agree that:

1. All grant activities shall be limited to those authorized in this subpart.
2. This agreement shall be effective when executed by both parties.
3. The HPG activities approved by Rural Development shall commence and be completed by the date indicated above, unless earlier terminated under paragraph B, 18, of this grant agreement, or extended.
4. The grantee shall carry out the HPG activities and processes as described in the approved statement of activities which is made a part of this grant agreement. Grantee will be bound by the activities and processes set forth in the statement of activities and the further conditions set forth in this grant agreement. If the statement of activities is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.
5. The grantee shall use grant funds only for the purposes and activities approved by Rural Development in the HPG budget. Any uses not provided for in the approved budget must be approved in writing by Rural Development in advance.
6. If the grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes. If the grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a party; if none are customary, the Rural Development rates will be the maximum allowed.

7. Grant funds will not be used for any of the following:

(a) To pay obligations incurred before the beginning date or after the ending date of this agreement;

(b) For any entertainment purposes;

(c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;

(d) Any other purpose specified in §1944.664 (g) or §1944.666 (b) of this subpart; or

(e) For administrative expenses exceeding 20 percent of the HPG grant funds.

8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.

9. The dispersal of grants will be governed as follows:

(a) In accordance with Treasury Circular 1075 (fourth revision) Part 205, Chapter II of Title 31 of the Code of Federal Regulations, grant funds will be provided by Rural Development as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the grantee. In addition, the grantee must submit Standard Form (SF) 272, "Federal Cash Transactions Report," each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR Parts 3015 and 3016.

(b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of activities and budget and fund use plan) and proportionate share of any allowable indirect costs.

(c) Grant funds should be promptly refunded to the Rural Development and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

(i) Will be disbursed by the recipient organization within 7 calendar days from the date of the Treasury check; or

(ii) Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the Treasury check.

(d) Grantee shall provide satisfactory evidence to Rural Development that all officers of the grantees' organization authorized to receive and/or disburse Federal funds are covered by fidelity bonds in an amount not to exceed the grant amount to protect Rural Development's interests.

10. The grantee will submit performance, financial, and annual reports as indicated in this subpart to the appropriate Rural Development office. These reports must be reconciled to the grantees' accounting records, especially on the final report.

(a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit an SF-272, each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee.

(b) Quarterly reports will be submitted within 15 days, but no later than 45 days after the end of each calendar quarter. An original and one copy of SF-269, "Financial Status Report," and a quarterly performance report in accordance with §1944.683 of this subpart. Item 10, g (total program outlays) of SF-269, should be less any rebates, refunds, or other discounts.

(c) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee for HPG. Final reports may serve as the last quarterly report.

(d) Rural Development may require performance reports more frequently if deemed necessary.

11. In accordance with Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments" (available in any Rural Development office), compensation for employees will be considered reasonable to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.

12. If the grant exceeds \$100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval by Rural Development.

13. The results of the program assisted by grant funds may be published by the grantee without prior review by Rural Development, provided that such publications acknowledge the support provided by funds pursuant to the provisions of Title V of the Housing Act of 1949, as amended, and that five copies of each such publications are furnished to Rural Development.

14. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingent fee.

15. No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or handicap, be excluded from participating in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of Rural Development contained in Subpart E of Part 1901 of this chapter.

16. In all hiring or employment made possible by or resulting from this grant, the grantee:

(a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, familial status, age, national origin, or handicap, and

(b) Will take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, familial status, age, national origin, or handicap. This requirement shall apply to, 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.

(c) In the event grantee signs a contract related to this grant which would be covered by any Executive Order, law, or regulation prohibiting discrimination, grantee shall include in the contract the "Equal Employment Clause" as specified by Form RD 400-1, "Equal Opportunity Agreement."

17. The grantee accepts responsibility for accomplishing the HPG program as submitted and included in its preapplication, application, including its statement of activities. The grantee shall also:

(a) Endeavor to coordinate and provide liaison with State and local housing organizations, where they exist.

(b) Provide continuing information to Rural Development on the status of grantee HPG programs, projects, related activities, and problems.

(c) Inform Rural Development as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any Rural Development assistance needed to resolve the situation.

(ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

18. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to Rural Development any uncommitted balance of grant funds.

(ii) The grantee will furnish to Rural Development within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR Parts 3015 and 3016.

(iii) The grantee shall account for any property acquired with HPG grant funds or otherwise received from Rural Development.

(iv) After the grant closeout, Rural Development retains the right to recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the State Director can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with paragraph B, 18 (c) of this grant agreement. In such instances, Rural Development may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. Rural Development will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever Rural Development determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by Rural Development or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by Rural Development in connection with any Rural Development programs.

(F) Failure to maintain an accounting system acceptable to Rural Development.

(ii) Termination for convenience. Rural Development or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

(d) Rural Development shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under Rural Development's appeal procedure, Subpart B of Part 1900 of this chapter.

19. Upon any default under its representatives or agreements set forth in this instrument, the grantee, at the option and demand of Rural Development, will, to the extent legally permissible, repay to Rural Development forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by Rural Development, at its options and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Rural Development to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of activities, or changes in the grantee's budget may be approved by Rural Development provided, in Rural Development's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of activities during the period of the extension and/or modifications as specified in \$1944.684 of this subpart.

PART C

Grantee agrees:

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR Parts 3015 and 3016.
2. To provide a financial management system which will include:
 - (a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan repayments, are used properly.
 - (b) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.
 - (d) Accounting records supported by source documentation.
3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with paragraph B 10 (c) of this grant agreement, except in the following situations:
 - (a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigations, claims, audit, or investigative findings involving the records have been resolved.
 - (b) Records for nonexpendable property acquired by Rural Development, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by Rural Development, the 3-year retention requirement is not applicable.

(d) Microfilm copies may be substituted in lieu of original records. Rural Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by Rural Development concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.
5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by Rural Development or acquired wholly or in part with HPG funds without the written consent of Rural Development.
6. To provide Rural Development with such periodic reports of grantee operations as may be required by authorized representatives of Rural Development.
7. To execute Form RD 400-1, and to execute any other agreements required by Rural Development to implement the civil rights requirements.
8. To include in all contracts in excess of \$100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §1875C-9, as amended. Violations shall be reported to Rural Development and the Regional Office of the Environmental Protection Agency.
9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all nonconfidential information resulting from its activities shall be made available to the general public on an equal basis.
 11. That the purpose for which this grant is made may complement, but shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.
 12. That the grantee shall relinquish any and all copyrights and/or privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."
 13. That the grantee shall abide by the policies promulgated in 7 CFR Parts 3015 or 3016, as applicable, which provides standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.
 14. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of Title V of the Housing Act of 1949, as amended, 42 U.S.C. 1471, et. seq., and related regulations, and that all rights granted to Rural Development herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the assistance, and protect Rural Development's financial interest.
 15. That the grantee will adopt a standard of conduct that provides that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:
 - (a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;
-

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

16. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements found in §§1944.654 of this subpart.

17. That the grantee will comply with the requirements in respect to rental properties and cooperatives (co-ops) and will execute an agreement with the owners or co-op as found in §§1944.662 and 1944.663 of this subpart, specifically:

(a) If the co-op or rental property owner(s) or their successors in interest fail to carry out the requirements of this grant agreement, the ownership agreement, or any requirements noted in this subpart during the applicable period, they shall make a payment to Rural Development in an amount that equals the total amount of the assistance provided by the grantee plus interest thereon (without compounding) for each year and any fraction thereof that the assistance was outstanding. The interest rate shall be that as determined by Rural Development at the time of infraction taking into account the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the assistance was initially made available.

(b) Notwithstanding any other provision of law, any assistance provided shall constitute a debt, which is payable in the case of any failure to carry out the agreement between the grantee and the rental property owner(s) or co-op and shall be secured by the security instruments provided by them to Rural Development.

18. That all requirements of this subpart concerning HPG's will be followed.

PART D

Rural Development agrees:

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of activities with local officials, comprehensive plans, and any State or area plans for improving housing for very low- and low-income households in the area in which the project or program is located.

2. That at its sole discretion, Rural Development may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect Rural Development's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and Rural Development's regulations.

PART E

Attachments:

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 35-008-216000660		LOAN NUMBER 03	FISCAL YEAR 2018
2. BORROWER NAME County of Gloucester		3. NUMBER NAME FIELDS 1 (1, 2, or 3 from item 2)	
		4. STATE NAME New Jersey	
		5. COUNTY NAME Gloucester	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 19 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$59,152.34	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR 09-19-2018	28. INTEREST RATE %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 2 - LIMITED PROFIT 1 - FULL PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR 09-20-2018	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0061 and 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans, for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 ____

Robert M. Damming, Freeholder Director
(Signature of Applicant)

Date _____, 20 ____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: KENNETH C. DREWES

Date Approved: _____

Title: ACTING STATE DIRECTOR

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS
EASEMENT FOR FARM PROPERTY OWNED BY SAFE HAVEN LLC FOR
\$604,583.75**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Safe Haven LLC**, having presented itself as the owner of the land and premises located in the **Township of South Harrison** (hereinafter "South Harrison"), and known as **Block 3, Lot 6**, on the Official Tax Map of the **Township of South Harrison** (hereinafter collectively the "Property"), which consists of approximately **61.850** acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Safe Haven LLC**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$604,583.75** which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$604,583.75**, pursuant to CAF# 18-08512, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Safe Haven LLC**, in the **Township of South Harrison**, County of Gloucester, State of New Jersey for **\$604,583.75** and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Safe Haven LLC**, in regard to the County's purchase of development easements in the farm premises known as **Block 3, Lot 6**, in the **Township of South Harrison**, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

CONTRACT TO SELL DEVELOPMENT EASEMENT

SAFE HAVEN LLC,
a New Jersey Limited Liability Company

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **SAFE HAVEN LLC**, a New Jersey Limited Liability Company,
having an address of 1647 Commissioners Road, Mullica
Hill, NJ, 08062,
(hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices
at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: **Lots 6, Block 3, in the Township of South Harrison,**
County of Gloucester, and State of New Jersey
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 9,775.00 **ASSUMED ACREAGE: Approximately**
61.850 acres

ESTIMATED GROSS SALES PRICE: \$604,583.75

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: TWO / 1.25 acre non-severable exception
2 acre severable exception

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other

designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement

form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all

documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisors. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to

rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage

shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller.

Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller

applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall

constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment

Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall

establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or

enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

SAFE HAVEN LLC

BY: _____

**Gina Friedman a/k/a Gina Ciconte
Sole and Managing Member
Safe Haven LLC**

BUYER:

COUNTY OF GLOUCESTER

BY: _____

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

Federal Tax ID Number

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

SELLER:

SAFE HAVEN LLC

BY: _____
Gina Friedman a/k/a Gina Ciconte
Sole and Managing Member
Safe Haven LLC

Date: _____

CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions (contained on other pages herein), and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA, AI-GRS has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

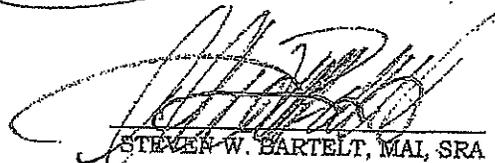
No change may be made, on any section of this report. Further the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester and NJ SADC for their exclusive use. It was made for the function of farmland preservation and not intended for any other use. The appraiser hereby disclaims any and all liability for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than those specifically named herein.

Scenario #2 - 62 net acres - 1.25 acre non-severable exception + 2 acre severable exception

Valuation Scenario - #2	Estimated Value per Acre (\$)	Estimated Total Value Area - 62 +/- Net Acs
Before Easement	\$15,900	\$985,800
After Easement	\$4,600	\$285,200
Value of Development Easement	\$11,300	\$700,600


STEVEN W. BARTELT, MAI, SRA

22 February 2018

T. W. SHEEHAN & ASSOCIATES, LLC
REAL ESTATE APPRAISERS / CONSULTANTS

P.O. Box 641 / Haddonfield, NJ 08033
□ (856) 662-0027 Fax: (856) 547-3559 □ Email: tsheehan@comcast.net

March 7, 2018

County of Gloucester
Office of Government Services
1200 N. Delsea Drive
Building A
Clayton, NJ 08312
Attn: Mr. Eric Agren
Office of Land Preservation

RE: APPRAISAL REPORT
Safe Haven Farm Property
64± Net Acres to preserved - Scenario No. 1
62± Net Acres to preserved - Scenario No. 2
Block 3 Lot p/o 6
1657 Commissioners Road
South Harrison Township
Gloucester County, New Jersey 08062
Account Number 18-012

Mr. Agren:

In accordance with your request we have inspected and conducted an appraisal report via self-contained format of the captioned property. To estimate the value of the development easement, we conducted "before" and "after" valuations of the subject property. The "before" reflects the value of the property as unrestricted for any allowable use. The "after" value is based on the value of the property as restricted to agricultural use. The difference between the before and after values results in the value of the development easement. The report was prepared in conformance with USPAP and SADC requirements. Both client and appraiser concur with the Scope of Work and that this extraordinary assumption (see Assumptions & Limiting Conditions) is reasonable for this type of assignment, meets the expectations of this assignment and conforms with the Uniform Standards of Appraisal Practice (USPAP).

Scenario No. 2: Block 3 Lot 6 - 62± Net Acres to be preserved

After considering all facts and circumstances in connection with the subject property, it is your appraiser's opinion that the market values of the subject property as of February 13, 2018, subject to the assumptions and limiting conditions set forth herein were:

"Before Value, - As Unrestricted"

– SEVEN HUNDRED THIRTEEN THOUSAND DOLLARS –
\$713,000 \$11,500±/Acre

"After Value, - As Restricted"

– TWO HUNDRED TWO THOUSAND DOLLARS –
\$202,000 \$3,250±/Acre

"Easement Value"

– FIVE HUNDRED ELEVEN THOUSAND DOLLARS –
\$511,000 \$8,250±/Acre

BLOCK 3, LOT 2B
 LANDS N/F/
 HERSHMAN, SUSAN V. & IANNUCCI, DANNA S.
 DB 1830, PG 34

NOV 31
 75.

LEGEND OF ACQUISITION

PURPORTED OWNER: SAFE HAVEN, LLC

1657 COMMISSIONERS ROAD
 MULLICA HILL, N.J. 08062

PROJECT NAME _____ ADMIN. AUTH. NO. _____
 SURVEY REFERENCE NO. _____

BLOCK 3 LOT 6 INTEREST _____
 MUNICIPALITY TOWNSHIP OF SOUTH HARRISON COUNTY GLOUCESTER
 TOTAL ACRES 65.332

SUBJECT TO:
 ACRES IN ROAD 0.232 ACRES OF NJ CLAIM N/A ACRES OF OVERLAP N/A
 ACRES WATER N/A ACRES CLOUDED N/A
 ACRES OF NON-SEVERABLE EXCEPTION 1.250
 ACRES OF SEVERABLE EXCEPTION 2.000

AREA SUMMARY

TOTAL NET EASEMENT AREA TO BE OBTAINED	61.850	ACRES
TOTAL NON-SEVERABLE EASEMENT AREA	1.250	ACRES
TOTAL SEVERABLE EASEMENT AREA	2.000	ACRES
TOTAL AREA IN ROAD	0.232	ACRES
TOTAL AREA NJ CLAIM	N/A	ACRES
TOTAL AREA OVERLAP	N/A	ACRES
TOTAL AREA UNDER WATER (OUTSIDE NJ CLAIM)	N/A	ACRES
TOTAL AREA CLOUDED TITLE	N/A	ACRES

CERTIFICATION

I HEREBY CERTIFY TO THE STATE DEVELOPMENT COMMITTEE, THE COUNTY OF SOUTH HARRISON, FIRST AMERICAN COMMITMENT NO: XXXXXX (COUNTY AND SAFE HAVEN, LLC AND INSURER THAT THIS PLAN, SURVEY BOUNDS DESCRIPTION ARE BASED CONDUCTED UNDER MY IMMEDIATE MEETS OR EXCEEDS THE RELATIVE ADOPTED BY ALTA AND NSPS AND CERTIFICATION. I FURTHER DECLARE KNOWLEDGE AND BELIEF, THAT THE METES AND BOUNDS DESCRIPTION, REPRESENTATION OF CONDITIONS ETC, 2018, SUBJECT TO SUCH NOTES AS

ANTHONY F. DIROSA, P.E.
 N.J. PROFESSIONAL ENGINEER & LAND SURVEYOR NO. _____

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

18-08512

NO.

ORDER DATE: 10/04/18
REQUISITION NO: R8-08911
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

VENDOR #: TITLE010

**V
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R**

TITLE AMERICA AGENCY CORP
185 WEST WHITE HORSE PIKE
BERLIN, NJ 08009

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	THIS IS A CAF Resolution authorizing the acquisition of a Development Right Easement and Signing of an Agreement of Sale and other documents necessary for the closing on the farm property of Safe Haven LLC, Block 3, Lot 6 consisting of 61.850 acres valued at \$9,775.00 per acre for a total amount of \$604,583.75	T-03-08-509-372-20548 Farmland Preservation	604,583.7500	604,583.75
			TOTAL	604,583.75

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

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
[Signature]
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A TWO YEAR LEASE EXTENSION TO GEORGE LEWIS, JR. FROM OCTOBER 20, 2018 TO OCTOBER 19, 2020 IN THE AMOUNT OF \$7,001.00 PER YEAR

WHEREAS, the County of Gloucester previously entered into a Lease Agreement with George Lewis, Jr., with a mailing address of 587 Whig Lane Road, Monroeville, NJ 08043 on September 28, 2016, per bid PD-16-050, for the rental of 70 acres of County-owned property in the Township of Elk; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the Lease Agreement for a two-year period from October 20, 2018 to October 19, 2020 with no cost to the County, as Lessee shall pay the County \$7,001.00 per year for use of the leasehold property; and

WHEREAS, this lease extension shall be for the rental of 70 acres of property for agriculture and farming purposes only; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its final option to extend the Lease Agreement with George Lewis, Jr. for the rental of 70 acres of County-owned property in the Township of Elk, for the two year period from October 20, 2018 to October 19, 2020, for the amount of \$7,001.00 per year, payable to the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

<p align="center">PD 16-050 Bid Opening 09/28/16 at 10:00 a.m.</p>			
<p>SPECIFICATIONS AND PROPOSAL FOR THE RENTAL OF LAND IN ELK TOWNSHIP</p>			
<p>VENDOR: George Lewis Jr. 587 Whig Lane Rd. Monroeville, NJ 08343 856 364-4845</p>		<p>VENDOR: Four Seasons Nursery, LLC 114 N. Delsea Drive Clayton, NJ 08312 856 307-0600 856-307-2022 - Fax</p>	
ITEM	DESCRIPTION	PRICE PER YEAR	PRICE PER YEAR
	Rental of Property in the Township of Eik	\$7,001.00	\$2,600.00
1	Total acreage to be farmed	70 Acres	70 Acres
2	Type of crops to be harvested	Grain corn soybeans wheat	Corn wheat soybeans
3	Acreage per crop	70	Depends on Rotation
4	Double Cropping?		70 Acres
	Variations: (if any)	NONE	NONE
	This is a (2) two year contract with 1 (2) two year extension.		
	Will you extend your prices to local government entities within the County	NA	NA
	Bid specifications sent to:	Prime Vendor Bid Ocean	Delek Bidnet
	Based upon the bids received, I recommend the contract be awarded to	George C. Lewis Jr. as the lowest responsive, responsible bidder.	
			Sincerely,
			Kimberly Larter Purchasing Department

**RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC., FROM
OCTOBER 17, 2018 TO OCTOBER 16, 2019 FOR \$53,150.00**

WHEREAS, the County of Gloucester had advertised and received sealed bids for the supply and delivery of materials and equipment for roof replacement to Building E at the Clayton Complex, as per bid PD-18-057; and

WHEREAS, bids were publicly received and opened on September 20, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Patriot Roofing, Inc., with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041, was the lowest responsive and responsible bidder; and

WHEREAS, the Treasurer has certified the availability of funds for the amount of \$53,150.00 pursuant to CAF # 18-08389 which amount shall be charged against budget line item C-04-18-018-310-18285.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a Contract for the supply and delivery of materials and equipment for roof replacement to Building E at the Clayton Complex, from Patriot Roofing, Inc., for \$53,150.00, from October 17, 2018 to October 16, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PATRIOT ROOFING, INC.**

THIS CONTRACT is made effective the 17th day of October, 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 **PATRIOT ROOFING, INC.**, with offices at 2083 Jacksonville-Jobstown Road, Jobstown, New Jersey, 08041, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for the supply and delivery of materials and equipment necessary for roof replacement to Building E at the County's Clayton Administrative Complex, Delsea Drive, Clayton, NJ (hereinafter the "Project"), as per specifications PD-18-057; and

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

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

TERMS OF AGREEMENT

1. **CONTRACT TERM.** Contract shall be for the one-year period from October 17, 2018 to October 16, 2019.
2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-18-057, for the total amount of \$53,150.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as PD-18-057, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-18-057, 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.

6. **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.

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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such 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. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-18-057, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

THIS CONTRACT is dated this 17th day of October, 2018.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PATRIOT ROOFING, INC.

DANIEL REILLY, V.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

NO. 18-08389

ORDER DATE: 10/02/18
REQUISITION NO: R8-08857
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

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GLOUC. CO-BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

VENDOR #: PATRI160

**V
E
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R**

PATRIOT ROOFING, INC
2083 JACSONVILLE-JOBSTOWN RD
JOBSTOWN, NJ 08041

QTY/UNSALES	TAX ID # 21-600660	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA		SUPPLY AND DELIVERY OF ROFFING MATERIAL AND EQUIPMENT FOR ROOF REPLACEMENT AT BUILDING E CLAYTON COMPLEX ALL SPECS ARE PER PD 18-057	C-04-18-018-310-18285 Clayton Building E New Roof(Fleet/IT/LP)	53,150.0000	53,150.00
				TOTAL	53,150.00

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
[Signature]
PURCHASING DIRECTOR

<p>Variations: (if any)</p>		<p>Additional cost for equipment</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	
<p>Bid specifications sent to:</p>	<p>The Blue Book Prime Vendor</p>	
<p>Based upon the bids received, I recommend Patriot Roofing, Inc., be awarded the contract as the lowest, responsive, responsible bidder.</p>	<p>Sincerely,</p>	
	<p>Peter Mercanti, Purchasing</p>	

RESOLUTION AUTHORIZING A CONTRACT WITH SEAMLESS FLOORING SYSTEMS, INC., FOR \$71,900.00

WHEREAS, the County of Gloucester had advertised and received sealed bids to furnish and install Dex-O-Tex flooring at the Gloucester County Animal Shelter addition, per bid specifications found at PD-18-061; and

WHEREAS, bids were publicly received and opened on October 3, 2018; and

WHEREAS, after following proper public bidding procedure, it was determined that Seamless Flooring Systems, Inc., with offices at 333 Kennedy Blvd., Somerdale, NJ 08083, was the lowest responsive and responsible bidder; and

WHEREAS, the Treasurer has certified the availability of funds for the amount of \$71,900.00 pursuant to CAF # 18-08513 which amount shall be charged against budget line item C-04-17-018-310-18276.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to contract for the purchase and installation of Dex-O-Tex flooring for the Animal Shelter addition, from Seamless Flooring Systems, Inc., for \$71,900.00, pursuant to PD-18-061, for the period October 17, 2018 until completion of the project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SEAMLESS FLOORING SYSTEMS, INC.**

THIS CONTRACT is made effective the 17th day of October, 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 **SEAMLESS FLOORING SYSTEMS, INC.**, with offices at 333 Kennedy Blvd., Somerdale, New Jersey, 08083, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for the provision and installation of Dex-O-Tex flooring at the Gloucester County Animal Shelter addition, (hereinafter the "Project") as per specifications PD-18-061; and

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

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

TERMS OF AGREEMENT

1. **CONTRACT TERM**. Contract shall be for the period from October 17, 2018 until completion of the project.
2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-18-061, for the amount of \$71,900.00.

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

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

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Contractor shall be as set forth in the specifications identified as PD-18-061, which is incorporated herein and made a part

hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as

PD-18-061, 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.

6. 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.

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 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such 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. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD-18-061, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

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

THIS CONTRACT is dated this 17th day of October, 2018.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

SEAMLESS FLOORING SYSTEMS, INC.

**CRAIG R. FERRESE,
VICE PRESIDENT**

<p>PD-018-061</p>	<p>Bid Opening 10/03/18 10:00 a.m.</p>	<p>Seamless Flooring Systems, Inc. 333 Kennedy Blvd Somerdale, NJ 08063 Craig R. Ferrise, Vice President 856-783-6500 856-783-6610 - Fax</p>	<p>Seamless Flooring Systems, Inc. 333 Kennedy Blvd Somerdale, NJ 08063 Craig R. Ferrise, Vice President 856-783-6500 856-783-6610 - Fax</p>
<p>DESCRIPTION</p>	<p>1 FURNISH AND INSTALL APPROXIMATELY 1,200 SQUARE FEET OF DEX-O-TEX (OR EQUAL) FLOORING AND BASE AND TRENCHES</p>	<p>\$24,300.00</p>	<p>\$24,300.00</p>
<p>2 SAND, PATCH AND RECOAT WITH DEX-O-TEX (OR EQUAL ALL EXISTING KENNEL FLOORS ONLY</p>	<p>GRAND TOTAL</p>	<p>\$47,600.00</p>	<p>\$47,600.00</p>
<p>Make of Flooring</p>	<p>Variations</p>	<p>None</p>	<p>Dex-O-Tex</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>Bid specifications sent to:</p>	<p>YES</p>	<p>WJ Gross Commercial Interiors Direct</p>
<p>Based upon the bids received, Seamless Flooring Systems, Inc., be awarded the contract as the lowest, responsive, responsible bidder.</p>	<p></p>	<p></p>	<p></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

18-08513

NO.

ORDER DATE: 10/04/18
 REQUISITION NO: R8-08949
 DELIVERY DATE:
 STATE CONTRACT: PD-18-061
 ACCOUNT NUM:

Pg 1

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GLOUC. CO BUILDINGS & GROUNDS
 SHADY LANE COMPLEX (251-6700)
 254 COUNTY HOUSE ROAD
 CLARKSBORO, NJ 08020

VENDOR #: SEAML010

**V
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N
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SEAMLESS FLOORING SYSTEM, INC.
 333 KENNEDY BLVD.
 SOMERDALE, NJ 08083

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	FURNISH AND INSTALL DEX-O-TEX FLOORING FOR THE ANIMAL SHELTER	C-04-17-018-310-18276 Animal Shelter-Replace Kennel Floors	71,900.0000	71,900.00
	1- FURNISH AND INSTALL APPROX 1200 SQ1 FT OF DEX-O-TEX FLORING AND BASE AND TRENCHES \$24,300			
	2- SAND , PATCH AND RECOAD WITH DEX-O-TEX ALL EXISITING KENNEL FLOORS ONLY \$47,600			
	ALL PER SPECS IN PD 018-061			
			TOTAL	71,900.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH CENTRAL POLY CORPORATION FROM OCTOBER 20, 2018 TO OCTOBER 19, 2020 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR

WHEREAS, a Contract for the supply and delivery of trash bags was awarded to Central Poly Corporation, with offices at 2400 Bedle Place, Linden, NJ 07036 as per PD-16-051; and

WHEREAS, the Superintendent of the Department of Buildings and Grounds, has recommended the exercising of a two (2) year extension in accordance with the terms of the existing Contract; and

WHEREAS, said supplies will be purchased on an as-needed basis in an amount not to exceed \$20,000.00 per year. This Contract is open-ended which does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby exercises its right to extend the Contract with Central Poly Corporation for the two-year period from October 20, 2018 to October 19, 2020, for the supply and delivery of trash bags as per PD-16-051, in an amount not to exceed \$20,000.00 per year, and that the County's Purchasing Agent is hereby directed to inform Contractor of the extension.

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 purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Laurie J. Burns,
Clerk of the Board**

RESOLUTION AUTHORIZING EXTENSION TO A CONTRACT WITH CORE MECHANICAL, INC. FROM NOVEMBER 1, 2018 TO OCTOBER 31, 2019 FOR AN AMOUNT NOT TO EXCEED \$500,000.00

WHEREAS, the County of Gloucester originally entered into a Contract on October 21, 2015 with Core Mechanical, Inc., with offices at 7905 Browning Road, Suite 110, Pennsauken, NJ 08109 for the provision of full service heating and air conditioning maintenance and emergency repair services, as per PD-15-046, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Department of Buildings and Grounds has recommended exercising the option to extend the Contract for the (1) one year period from November 1, 2018 to October 31, 2019, for an amount not to exceed \$500,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Core Mechanical, Inc. for the provision of full service heating and air conditioning maintenance and emergency repair services, from November 1, 2018 to October 31, 2019, in an amount not to exceed \$500,000.00, as per PD-15-046, and that the County's Purchasing Agent is hereby directed to inform Contractor of the extension.

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 purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

RESOLUTION AUTHORIZING APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$185,323.00 FROM THE INSURANCE FRAUD REIMBURSEMENT PROGRAM FOR GRANT PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2019

WHEREAS, the NJ Office of the Insurance Fraud Prosecutor has been designated by the Legislature to implement funding reimbursement for anti-insurance fraud activities, pursuant to N.J.S.A. 17:33A-28, and the NJ Attorney General has allocated funds dedicated for such purpose; and

WHEREAS, the County Prosecutor’s Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant funds received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds requested is \$185,323.00 for the grant period January 1, 2019 to December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, and any other documents necessary at this time to carry out the objectives of this Resolution.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds received will be used pursuant to the terms of the grant and that it will comply with all applicable regulations of the granting authority, and will provide any necessary additional assurances as may be required, and that the County Prosecutor’s Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 17, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 111,615

TOTAL OTHER EXPENSES (b): \$ 5,000

TOTAL FRINGE (c): \$ 68,708

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ 185,323

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: _____
Signature

DATE: _____

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

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

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

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

<p>PD 015-046 Bid Opening 9/24/2015 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR PROVIDING HEATING AND AIR CONDITIONING FULL SERVICE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR GLOUCESTER COUNTY BUILDINGS AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC</p>		<p>VENDOR: Core Mechanical Inc. 7905 Browning Rd. Ste. 110 Pennsauken, NJ 08109 Daniel Meissler Vp 856 665-0636 856 488-2241 Fax contracts@corelaq.com</p>
<p>ITEM 1 Full Service HVAC to be Paid Monthly</p>	<p>DESCRIPTION Mantua Highway Garage Sheriffs Addition Board of Elections Glover St. Golf Course Golf Course (tent) Paulsboro W/C Red Bank Mansion Red Bank Maintenance Budd Blvd. Justice Complex County Administration Building Veterans Cemetery Animal Shelter Animal Shelter (Spay/Neuter Clinic) Old Womens Prison 911 Back-up Center Office of Gov. Services Offices at 5 Points Health Services Building Communications (Receiver Sites) Communications (Clayton) Swedesboro Garage Atkinson Park Scotland Run Park Social Services Public Works Building & Garages EMS Building 82-1 EMS Station 82-4 EMS Station 82-5 EMS Station 82-8 EMS Station 83-1 EMS Station 83-2</p>	<p>\$6,904.00 \$2,135.00 \$11,415.00 \$11,642.00 \$2,084.00 \$2,814.00 \$6,816.00 \$3,084.00 \$14,562.00 \$31,450.00 \$2,270.00 \$7,546.00 \$7,815.00 \$2,502.00 \$7,428.00 \$14,102.00 \$5,316.00 \$19,730.00 \$6,550.00 \$9,642.00 \$1,657.00 \$1,732.00 \$2,232.00 \$18,968.00 \$1,840.00 \$1,152.00 \$1,404.00 \$1,152.00 \$1,728.00 \$1,728.00 \$1,728.00</p>
<p>Straight Rate</p>	<p>\$72.45 Hour</p>	<p>\$108.68 Hour</p>
<p>Overtime Rate</p>	<p>4pm to 7am M-F, Sat.</p>	<p>144.900</p>
<p>Overtime Hours</p>		
<p>Sundays & Holidays</p>		

