

**AGENDA**

6:00 p.m. Wednesday, March 20, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular and closed budget session minutes from February 9, 2019 and the regular meeting minutes from March 6, 2019.

**PROCLAMATIONS**

**P-1** Proclamation Recognizing J. Ambrogi Foods for Sustainability (Simmons) (to be presented)

**P-2** Proclamation Recognizing March 2019 as American Red Cross Month (Lavender) (to be presented)

**P-3** Proclamation Recognizing Glassboro ShopRite Partners in Caring the winner of the 2019 ShopRite Partners in Caring Cheerios contest. (Simmons) (previously presented).

**PUBLIC HEARING AND ADOPTION**

**RESOLUTION ELECTING N.J.S.A 40A:4-45.4 (the "1977 CAP") TO DETERMINE THE 2019 COUNTY TAX LEVY.**

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

**PUBLIC HEARING ON THE 2019 GLOUCESTER COUNTY BUDGET**

**RESOLUTION TO AMEND THE APPROVED 2019 GLOUCESTER COUNTY BUDGET**

**ADOPTION OF THE 2019 GLOUCESTER COUNTY BUDGET**

The Budget was introduced at the February 20, 2019 meeting, setting the date of March 20, 2019 for a hearing and adoption of the 2019 County Budget. This was introduced at the February 20, 2019 Freeholder meeting.

**PUBLIC HEARING AND ADOPTION OF BOND ORDINANCE**

**BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$48,450,719 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$36,992,972; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

This Ordinance was introduced on February 20, 2019, and published pursuant to N.J.S.A. 40A:2-17.

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO**

**A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- Body Armor Replacement - \$9,144.00. These funds will be used to purchase body armor for the Sheriff's Office.
- Body Armor Replacement - \$4,503.00. These funds will be used to purchase body armor for the Corrections Department.
- Body Armor Replacement - \$3,957.00. These funds will be used to purchase body armor for the Prosecutor's Office.
- Child Advocacy Development Grant - \$262,883.00. This grant will provide funds to supplement the Child Advocacy Center Grant previously awarded, and will be used to extend the lease on the first floor, lease the second floor and provide renovations and furnishings.
- Sexual Assault Nurse Examiner (SART/SANE) - \$85,999.00. These funds will be provide a part time SART/FNE coordinator who ensures 24/7 coverage for victims of sexual assault, training, nurse orientations and program management at Inspira-Woodbury and Jefferson Hospital-Washington Township.

**A-2 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION WITH ASSOCIATED TITLES FOR NON-UNION EMPLOYEES FOR THE YEAR 2019.**

This Resolution establishes Gloucester County employee salary ranges and fixes compensation for Non-Union employees and for associated titles for 2019.

**A-3 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF MARCH, 2019.**

This Resolution will authorize and approve the bill lists submitted by the County Treasurer for the month of March, including ratification of emergency payments made by the Division of Social Services. Upon approval, the Treasurer shall be authorized to render payment to vendors on said lists.

**A-4 RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2019 TO MARCH 26, 2020 IN AN AMOUNT NOT TO EXCEED \$55,000.00.**

This Resolution authorizes a contract with Johnson Controls Security Solutions, LLC, for maintenance of the County Security Access Control System for approximately fifteen County facilities and eight EMS stations, from March 27, 2019 to March 26, 2020 in an amount not to exceed \$55,000.00.

**A-5 RESOLUTION EXTENDING THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2019 TO MARCH 20, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

This Resolution authorizes the County to exercise the option to extend the contract with Wayman Fire Protection, Inc., for burglar and fire alarm maintenance and repairs to various County-owned buildings as per PD-16-012, from March 21, 2019 to March 20, 2020 in an amount not to exceed \$50,000.00.

**A-6 RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI, FROM APRIL 2, 2019 TO APRIL 1, 2020, IN AN AMOUNT NOT TO EXCEED \$25,000.00.**

This Resolution authorizes a contract with Steven W. Bartelt, MAI for appraisal services from April 2, 2019 to April 1, 2020, in an amount not to exceed \$25,000.00, as per RFP #19-026. The County is responsible for the defense of tax appeals and it may become necessary to engage appraisers in the defense of such appeals.

**A-7 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.**

The Plaintiff, American Stores c/o Supervalu v. City of Woodbury, Docket Numbers 005871-2017, 003916-2018, represented by Bruce J. Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 53, Lot 2; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES****FREEHOLDER DIMARCO  
FREEHOLDER LAVENDER****B-1 RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC, FROM APRIL 1, 2019 TO MARCH 31, 2020, IN AN AMOUNT NOT TO EXCEED \$42,000.00.**

This resolution authorizes a contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care, and other general practice services during normal business hours, and spay, neuter and rabies vaccination services, from April 1, 2019 to March 31, 2020, in an amount not to exceed \$42,000.00, as per RFP #19-027.

**B-2 RESOLUTION APPROVING THE GLOUCESTER COUNTY SURROGATE COURT FIVE YEAR PLAN.**

The Surrogate of the County of Gloucester, as a Constitutional Office, is responsible for the probate and administration of estates, adoptions and the custody and investment of the funds of minors. As a County Constitutional Officer, the Surrogate is charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare and submit a five-year plan for the use of the Document Trust Fund Monies to the County Board of Chosen Freeholders. These fees are surcharges mandated by the Legislature, paid for the processing, filing or recording of various documents in the office. The revenues are to be expended solely for improving and modernizing the recording and other functions of this Office. These surcharges collected are in addition to the increased fees and revenues paid to the County under the above law.

**B-3 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH JC MAGEE SECURITY SOLUTIONS FROM APRIL 6, 2019 TO APRIL 5, 2021 FOR AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.**

This Resolution extends a Contract with JC Magee Security Solutions for a period of two years for the supply of locking hardware and locksmith services for the County. This Contract was originally entered into on March 15, 2017 and allows for a two (2) year extension. Vendor shall be compensated in an amount not to exceed \$50,000.00 per year, as per PD-17-008.

**B-4 RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC. FROM MARCH 21, 2019 TO MARCH 20, 2020 IN AN AMOUNT NOT TO EXCEED \$127,737.00.**

This Resolution authorizes a Contract with Patriot Roofing, Inc. for roofing materials and equipment for the roof repair to the Gloucester County Communications Center per PD-019-014, from March 21, 2019 to March 20, 2020, in an amount not to exceed \$127,737.00. CAF # 19-01930 has been obtained to certify funds.

**B-5 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2019 TO FEBRUARY 28, 2020 FOR \$117,500.00.**

This Resolution awards a contract to William R. Carey & Company, Inc. for individual and aggregate excess loss medical coverage for the Department of Corrections from March 1, 2019 to February 28, 2020 for \$117,500.00. CAF #19-01876 has been obtained to certify first installment of \$58,700.00 funds.

**B-6 RESOLUTION AUTHORIZING TRAINING AND INSTRUCTION BY THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC. d/b/a THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT FOR A TOTAL AMOUNT OF \$35,000.00.**

This Resolution authorizes training and instruction of two 40-hour courses for County law enforcement personnel by the Institute of Police Technology & Management, University of North Florida, for (1) Advanced Analysis of Drivers' Responses, from April 29, 2019 to May 3, 2019 @\$17,500.00, and (2) Traffic Crash Reconstruction Update, from June 17, 2019 to June 21, 2019 @\$17,500.00. CAF Nos. 19-01624 and 19-01625 have been obtained to certify funds.

**B-7 RESOLUTION TO AUTHORIZE A REVISION TO THE APPLICATION AND TO ACCEPT GRANT FUNDS FOR THE SEXUAL ASSAULT RESPONSE TEAM/ FORENSIC NURSE EXAMINERS GRANT IN THE AMOUNT OF \$85,999.00 FOR THE GRANT PERIOD OCTOBER 1, 2018 TO SEPTEMBER 30, 2019.**

This Resolution authorizes acceptance of grant funds in the amount of \$85,999.00 for the Sexual Assault Response Team/Forensic Nurse Examiners Grant VS-32-17, from October 1, 2018 to September 30, 2019. The Grantor has requested a revision in the application to modify the in-kind match to \$90,882.00 for a total program amount of \$176,881.00.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.**

Resolution authorizing the execution of an amendment to a Subrecipient Agreement, awarded on May 16, 2018, between the County and the Gloucester County Improvement Authority for the demolition and clearance of seven (7) structures for future affordable housing, and/or other CDBG eligible activities. An amendment is necessary to increase the contract amount by \$55,000.00, resulting in a new total amount not to exceed \$175,000.00, and to extend the term through December 31, 2019. C.A.F. # 18-03788 has been obtained to certify funds.

**C-2 RESOLUTION AUTHORIZING AN EXTENSION TO SUBRECIPIENT AGREEMENTS WITH THE BOROUGHES OF NATIONAL PARK AND PAULSBORO AND THE TOWNSHIP OF WASHINGTON FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING OF CERTAIN APPROVED PROJECTS.**

This Resolution authorizes an extension to the Subrecipient Agreements, through December 31, 2019, with the Boroughs of National Park and Paulsboro and the Township of Washington for CDBG funding of certain approved projects. The Agreements are being extended to give the municipalities the opportunity to finalize these projects.

**C-3 RESOLUTION AUTHORIZING CONTRACTS WITH SOUTH STATE MATERIALS, LLC AND RICHARD E. PIERSON CONSTRUCTION COMPANY, INC. FROM MARCH 21, 2019 TO MARCH 20, 2020 IN AN AMOUNT NOT TO EXCEED \$40,000.00 EACH.**

This Resolution authorizes the award of split contracts with South State Materials, LLC and Richard E. Pierson Construction Company, Inc. for the supply and delivery of stone as per PD-019-013, for use by the Department of Public Works from March 21, 2019 to March 20, 2020 in an amount not to exceed \$40,000.00 per vendor.

**C-4 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FROM APRIL 4, 2019 TO APRIL 3, 2021 IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER YEAR.**

This Resolution authorizes the County's option to extend the contract previously awarded to South State, Inc. for the supply, delivery and overlay of Hot Mix Asphalt materials as per PD-018-006, from April 4, 2019 to April 3, 2021 in an amount not to exceed \$2,500,000.00 per year.

**C-5 RESOLUTION AUTHORIZING EXECUTION OF FLASHING SIGNAL AGREEMENT #TF-03-12 WITH THE TOWNSHIP OF EAST GREENWICH FOR THE INSTALLATION AND MAINTENANCE OF A FLASHING SIGNAL AT THE INTERSECTION OF COUNTY ROUTES 551 AND 607.**

This Resolution authorizes the County's participation in Flashing Signal Agreement #TF-03-12 for the installation of a flashing signal at the intersection of Kings Highway (CR 551) and Tomlin Station Road (CR 607) in East Greenwich Township. This Agreement is to set forth the participation of the Township and the County regarding the cost of design, installation, inspection, maintenance, operation and enforcement of the signal.

**DEPARTMENT OF PUBLIC SAFETY &  
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**F-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN SCHOOL OF MEDICINE FOR THE SERVICES OF A LICENSED CLINICAL SOCIAL WORKER FOR THE ROWAN INTEGRATED SPECIAL NEEDS CENTER.**

This Resolution authorizes a Shared Services Agreement with Rowan School of Family Medicine for the services of a Licensed Clinical Social Worker (LCSW), and any interns or assistants as may be agreed by the parties, for staffing of the Rowan Institute for Special Need (RISN) Program, to be established at the County's Special Services facility at Bankbridge, for the period March 1, 2019 to February 29, 2029. The LCSW position will be funded by the County in an amount not exceed \$125,000.00 per year. The County's annual expense for the LCSW and any interns or assistants shall not exceed \$175,000.00 per year. The LCSW and any assistants will be Rowan employees, selected from among candidates from Rowan's Department of Family Medicine, with Rowan assuming responsibility for any employment-related expenses or benefits. The Agreement may be terminated, without cause, upon 120 days prior written notice.

**F-2 RESOLUTION AUTHORIZING THE EMERGENT TEMPORARY USE OF A COUNTY BUS BY A LOCAL MUNICIPALITY.**

This Resolution will authorize the emergent temporary use of a County-owned bus in the event a municipality's bus becomes inoperable and there is exigent need to continue providing immediate transportation for those eligible County residents who rely on this municipal service.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

Time\_\_\_\_\_



**MINUTES**

8:00 a.m. Saturday, February 9, 2019

Call to order

Salute to the flag

Open Public Meetings statement

Roll call

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

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

**OPEN**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**CLOSE**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO**

Discussion of the proposed 2019 Gloucester County budget: Overview, Operating, and Capital.

**51696 Resolution Authorizing a Closed Meeting of the Board of Chosen Freeholders of the County of Gloucester Pursuant to NJSA 10:4-12(b)(8).**

This resolution is for the Board to go into closed session to discuss the 2019 salaries/compensation for specific non-union county employees.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

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

**OPEN**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**CLOSE**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE TO EVERYTHING



*Gloucester County*



FAR FROM IT ALL

2019 BUDGET PRESENTATION

# SHARED SERVICES

**GLOUCESTER COUNTY REGIONALIZED SERVICES  
MUNICIPAL BUDGETARY SAVINGS BY SERVICES  
2018**

MUNICIPALITY	COUNTY ASSESSOR	EMS	911 DISPATCH	STORMWATER / DEICER STORAGE	TRASH DISPOSAL SAVINGS	OTHER SERVICES (2)	MUNICIPAL BUDGET SAVINGS (1)	2018 LOCAL PURPOSE TAX SAVINGS	FARMLAND / OPEN SPACE PRESERVATION
CLAYTON	\$111,328	\$37,169	\$447,127	\$209,880 *	\$42,051	\$234,363	\$1,081,918	23.20 ¢	\$3,820,336
DEPTFORD	\$634,799		\$768,671	\$420,971	\$125,227	\$513,807	\$2,463,475	8.76 ¢	\$3,012,729
EAST GREENWICH	\$137,779	\$486,146	\$95,554	\$209,880 *	\$42,807	\$183,807	\$1,155,973	10.76 ¢	\$20,934,411
ELK	\$44,077	\$17,788	\$27,065	\$115,796 *	\$22,966	\$83,085	\$310,777	8.38 ¢	\$10,227,918
FRANKLIN	\$303,956	\$297,840	\$433,054	\$759,913 *	\$96,528	\$281,916	\$2,173,207	17.64 ¢	\$6,861,353
GLASSBORO	\$298,880	\$931,674	\$920,240	\$218,281	\$72,143	\$327,256	\$2,768,476	22.60 ¢	\$903,169
GREENWICH	\$99,547	\$28,319	\$412,110	\$226,077	\$32,807	\$80,973	\$879,832	11.78 ¢	\$2,386,094
HARRISON	\$86,624	\$340,397	\$75,784	\$489,950	\$63,932	\$192,754	\$1,219,441	7.97 ¢	\$27,337,095
LOGAN	\$147,216	\$486,146	\$81,197	\$159,219 *	\$25,538	\$169,716	\$1,069,032	7.72 ¢	\$12,449,930
MANTUA	\$252,324	\$76,108	\$678,161	\$332,914 *	\$94,190	\$365,022	\$1,798,718	13.48 ¢	\$24,776,307
MONROE	\$447,739		\$917,264	\$1,122,590 *	\$213,434	\$604,756	\$3,305,783	12.22 ¢	\$3,460,164
NATIONAL PARK	\$47,900	\$28,319	\$43,304	\$79,610 *	\$17,636	\$90,494	\$307,262	19.42 ¢	\$110,000
NEWFIELD	\$17,371	\$10,200	\$8,661	\$50,654 *	\$8,006	\$52,324	\$147,216	11.26 ¢	
PAULSBORO	\$78,885	\$10,621	\$676,565	\$144,744 *	\$41,279	\$209,435	\$1,161,529	32.44 ¢	
PITTMAN	\$131,579	\$536,728	\$289,604	\$195,405 *	\$54,276	\$243,221	\$1,450,814	25.45 ¢	
SOUTH HARRISON	\$93,927	\$11,800	\$27,065	\$381,992	\$16,308	\$68,231	\$599,323	15.63 ¢	\$23,770,436
SWEDESBORO	\$43,788	\$63,719	\$61,544	\$43,424 *	\$15,602	\$74,266	\$302,341	17.49 ¢	\$255,000
WASHINGTON	\$626,219		\$541,320	\$984,268 *	\$284,910	\$710,345	\$3,147,061	7.38 ¢	\$16,589,875
WENONAH	\$18,133	\$9,440	\$37,892	\$86,847 *	\$11,381	\$56,985	\$220,677	9.96 ¢	
WEST DEPTFORD	\$441,536	\$62,664	\$384,337	\$419,761 *	\$141,819	\$357,448	\$1,807,564	8.03 ¢	\$3,260,800
WESTVILLE	\$61,782	\$304,836	\$300,431	\$79,610 *	\$27,368	\$83,861	\$857,887	36.74 ¢	
WOODBURY	\$217,119	\$165,195	\$38,830	\$195,405 *	\$56,513	\$216,090	\$889,151	15.39 ¢	
WOODBURY HEIGHTS	\$47,854	\$423,018	\$67,653	\$101,321 *	\$16,180	\$74,934	\$307,942	12.25 ¢	\$10,000
WOOLWICH	\$153,891		\$59,545	\$267,779 *	\$39,355	\$185,067	\$1,128,654	9.81 ¢	\$15,628,534
<b>TOTALS:</b>	<b>\$4,544,251</b>	<b>\$4,328,126</b>	<b>\$7,392,977</b>	<b>\$7,266,292</b>	<b>\$1,562,255</b>	<b>\$5,460,154</b>	<b>\$30,554,055</b>	<b>15.24 ¢</b>	<b>\$175,794,151</b>

1. Municipal budgetary savings calculated using actual annual costs adjusted to 2018 dollars using CPI, Philadelphia Region or 2 percent cap.  
2. Other Services include: Health Code inspections, Animal Control services, Fire Code inspections, Shuttle Bus purchases.  
\* Utilizes Deicer Storage Sheds

County to County Shared Services

Medical Examiner Services	
Camden County	\$1,181,970
Salem County	\$182,070

Mental Health Administrator	
Salem County	\$33,122
Health Officer	
Salem County	\$72,529

Human Services - Youth Shelter	
Salem County	\$75,438

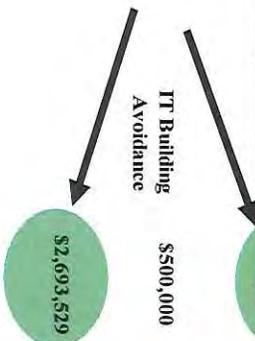
Dispatch Services	
Buena Borough	\$139,109
Buena Vista Township	\$72,052
Estell Manor	\$9,937
Folsom	\$9,937
Weymouth	\$9,937

Total Revenue to Gloucester County	\$1,786,101
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## INTRA-COUNTY SHARED SERVICES ANALYSIS

	Library	GCUA	GCIA	GCIT / SSSD	RCCG	County	Totals
<b>Public Safety</b> <i>Dollars Saved</i>	N/A	Shared with County	Shared with County	Shared with Sheriff	Shared with County	N/A	\$100,000
<i># of Employees Eliminate (FT/PT)</i>	N/A	N/A	N/A	N/A	5	N/A	5
<b>Buildings &amp; Grounds/Re-Development</b> <i>Dollars Saved</i>	Shared with County	Shared with County	Shared with County	Shared with GCC	Shared with County/GCIT	N/A	\$461,845
<i># of Employees Eliminate (FT/PT)</i>	0	0	0	0	1	0	4
<b>Information Technology</b> <i>Dollars Saved</i>	\$5,972	\$80,000	\$104,793	\$20,000	\$163,781	\$87,299	\$720,138
<i># of Employees Eliminate (FT/PT)</i>	1	0	1	1	1	1	2
<b>Human Resources</b> <i>Dollars Saved</i>	N/A	Shared with County	Shared with County	Shared with County/GCC	Shared with County	N/A	\$197,100
<i># of Employees Eliminate (FT/PT)</i>	N/A	\$9,625	\$44,000	\$166,513	\$500,000	N/A	1
<b>Purchasing / Finance</b> <i>Dollars Saved</i>	Shared with County	Shared with County	Shared with County	Shared with GCC	Shared with RCCG	N/A	\$587,246
<i># of Employees Eliminate (FT/PT)</i>	N/A	N/A	N/A	N/A	1	0	1
<b>Public Relations</b> <i>Dollars Saved</i>	Shared with County	Share with County	N/A	Shared with GCC	Shared with GCIT/SSSD	1	\$127,200
<i># of Employees Eliminate (FT/PT)</i>	2	50,000	80,000	N/A	\$237,799	1	7.5
<b>Library</b> <i>Dollars Saved</i>	Shared with GCIA	Shared with GCIA	N/A	Shared with GCIA	Shared with GCIA	Shared with GCIA	\$177,299
<i># of Employees Eliminate (FT/PT)</i>	N/A	N/A	N/A	N/A	1	1	2
<b>TOTAL DOLLARS SAVED</b>	\$135,419	\$89,625	\$148,793	\$186,513	\$1,325,880	\$177,299	\$2,193,529
<b>TOTAL EMPLOYEES ELIMINATED</b>	3	0.5	2	3	10	3	21.5

# Total Savings



# Shrinking the Size of Government

**Attrition for 2018 / 2019 Budget**

TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	18 TOTAL	19 TOTAL	
Building Service Worker	Buildings & Grounds	\$43,212	\$1,481	\$0	\$10,237	\$0	\$54,930	1/1/19
Correction Officer	Corrections	\$84,142	\$0	\$11,618	\$28,869	\$72,700	\$72,700	6/1/18
Correction Officer	Corrections	\$84,142	\$0	\$406	\$28,869	\$28,354	\$113,417	10/1/18
L.T. Corrections	Corrections	\$121,118	\$0	\$0	\$41,556	\$27,112	\$162,674	11/1/18
Work Release Administrator	Corrections	\$84,486	\$2,896	\$0	\$20,015	\$35,799	\$107,397	9/1/18
Asst Supervisor Omnibus Operator	Human Services	\$55,086	\$0	\$0	\$13,050	\$28,390	\$68,136	8/1/18
Omnibus Operator	Human Services	\$50,732	\$1,739	\$24,442	\$12,018	\$66,699	\$88,931	4/1/18
Omnibus Operator	Human Services	\$48,712	\$1,002	\$12,250	\$11,540	\$42,877	\$73,504	6/1/18
Omnibus Operator	Human Services	\$50,732	\$1,043	\$11,548	\$12,018	\$31,392	\$75,341	8/1/18
Omnibus Operator	Human Services	\$50,732	\$1,739	\$0	\$12,018	\$10,748	\$64,489	11/1/18
Omnibus Operator	Human Services	\$50,732	\$1,739	\$0	\$12,018	\$0	\$64,489	1/1/19
Clerk 3	Land Preservation	\$55,086	\$1,888	\$0	\$13,050	\$0	\$70,024	1/1/19
Sr. Park Naturalist	Parks & Recreation	\$76,659	\$0	\$0	\$18,161	\$55,311	\$94,820	6/1/18
Accounting Assistant	Public Works (Eng)	\$43,275	\$0	\$0	\$10,252	\$53,527	\$53,527	1/1/18
Director	Purchasing	\$107,247	\$0	\$0	\$25,407	\$11,054	\$132,654	12/1/18
Clerk 1	Senior Services	\$37,831	\$0	\$11,407	\$8,962	\$58,200	\$58,200	1/1/18
Telephone Equipment Installer	Information Technology	\$47,116	\$0	\$0	\$11,162	\$58,278	\$58,278	1/1/18
<b>2018 TOTALS</b>	<b>17</b>	<b>\$1,091,040</b>	<b>\$13,527</b>	<b>\$71,671</b>	<b>\$289,202</b>	<b>\$580,443</b>	<b>\$1,413,511</b>	
<b>2017 TOTALS</b>	<b>3</b>	<b>\$345,484</b>	<b>\$0</b>	<b>\$35,883</b>	<b>\$71,071</b>	<b>\$442,438</b>		
<b>2016 TOTALS</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>2015 TOTALS</b>	<b>7</b>	<b>\$455,469</b>	<b>\$1,510</b>	<b>\$44,993</b>	<b>\$128,190</b>	<b>\$630,162</b>		
<b>2014 TOTALS</b>	<b>12</b>	<b>\$875,871</b>	<b>\$13,385</b>	<b>\$33,413</b>	<b>\$227,813</b>	<b>\$1,150,482</b>		
<b>2013 TOTALS</b>	<b>103</b>	<b>\$6,413,684</b>	<b>\$50,109</b>	<b>\$999,069</b>	<b>\$1,805,862</b>	<b>\$9,268,724</b>		
<b>2012 TOTALS</b>	<b>14</b>	<b>\$870,063</b>	<b>\$26,019</b>	<b>\$57,284</b>	<b>\$213,062</b>	<b>\$1,166,428</b>		
<b>2011 TOTALS</b>	<b>46</b>	<b>\$2,429,509</b>	<b>\$40,192</b>	<b>\$290,991</b>	<b>\$565,810</b>	<b>\$3,326,502</b>		
<b>2010 TOTALS</b>	<b>61</b>	<b>\$3,161,943</b>	<b>\$73,661</b>	<b>\$326,793</b>	<b>\$630,769</b>	<b>\$4,193,166</b>		
<b>2009 TOTALS</b>	<b>72</b>	<b>\$2,909,369</b>	<b>\$52,370</b>	<b>\$620,533</b>	<b>\$343,015</b>	<b>\$3,925,287</b>		
<b>2008 TOTALS</b>	<b>29</b>	<b>\$1,153,651</b>	<b>\$24,852</b>	<b>\$405,841</b>	<b>\$136,015</b>	<b>\$1,720,359</b>		
<b>11 YEAR TOTAL</b>	<b>364</b>	<b>\$19,696,082</b>	<b>\$295,625</b>	<b>\$2,886,471</b>	<b>\$4,410,809</b>	<b>\$27,288,987</b>		

Department of Corrections Spending Trends

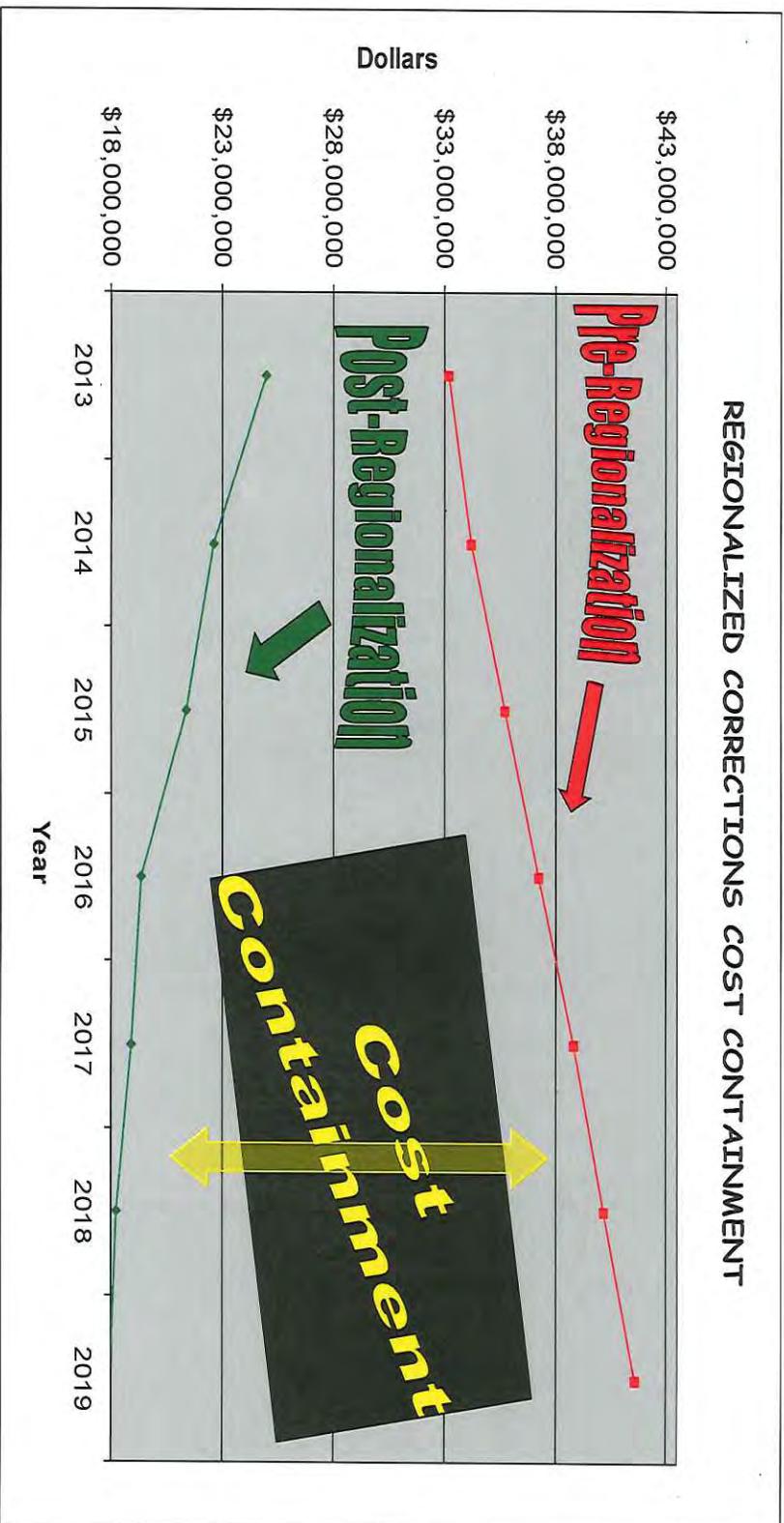
2013	2014	2015	2016	2017	2018	2019
\$24,981,893	\$22,574,112	\$21,354,886	\$19,358,380	\$18,867,704	\$18,205,936	\$17,903,546
\$33,187,993	\$34,179,233	\$35,708,008	\$37,213,981	\$38,805,774	\$40,163,976	\$41,569,715
\$8,206,100	\$11,605,121	\$14,353,122	\$17,855,600	\$19,938,070	\$21,958,040	\$23,666,169

\*Actual & Projected Post-Regionalization

\*Projected Pre-Regionalization

\*Projected Savings

REGIONALIZED CORRECTIONS COST CONTAINMENT



**REGIONALIZED CORRECTION SAVINGS DETAIL**

**Projected Net Savings, 2014 to 2019**

Estimated Savings	2014		2015		2016		2017		2018		2019
	\$34,179,233	\$35,708,008	\$37,213,981	\$38,805,774	\$40,163,976	\$41,569,715	\$42,975,454	\$44,381,193	\$45,786,932	\$47,192,671	
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	<b>\$22,574,112</b>	<b>\$21,354,886</b>	<b>\$19,358,380</b>	<b>\$18,867,704</b>	<b>\$18,205,936</b>	<b>\$17,903,546</b>	<b>\$17,601,156</b>	<b>\$17,298,766</b>	<b>\$16,996,376</b>	<b>\$16,793,986</b>	
NET SAVINGS	\$11,605,121	\$14,353,122	\$17,855,600	\$19,938,070	\$21,958,040	\$23,666,169	\$25,374,298	\$27,082,428	\$28,790,556	\$30,398,685	

**Financial Analysis, Individualized**

Estimated Savings - JUVENILE DETENTION SERVICES	2014		2015		2016		2017		2018		2019
	\$3,117,331	\$3,226,438	\$3,339,363	\$3,456,241	\$3,577,209	\$3,666,640	\$3,756,071	\$3,845,502	\$3,934,933	\$4,024,364	
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	<b>\$602,250</b>	<b>\$614,295</b>	<b>\$626,581</b>	<b>\$639,113</b>	<b>\$651,895</b>	<b>\$664,933</b>	<b>\$678,071</b>	<b>\$691,210</b>	<b>\$704,349</b>	<b>\$717,488</b>	
NET SAVINGS	\$2,515,081	\$2,612,143	\$2,712,782	\$2,817,128	\$2,925,315	\$3,001,707	\$3,078,000	\$3,154,291	\$3,230,584	\$3,306,876	

Estimated Savings - FEMALE INMATES	2014		2015		2016		2017		2018		2019
	\$3,889,943	\$4,026,091	\$4,167,004	\$4,312,849	\$4,463,799	\$4,575,394	\$4,686,989	\$4,798,584	\$4,910,179	\$5,021,774	
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	<b>\$2,007,500</b>	<b>\$2,047,650</b>	<b>\$2,088,603</b>	<b>\$2,130,375</b>	<b>\$2,172,983</b>	<b>\$2,216,442</b>	<b>\$2,260,001</b>	<b>\$2,303,560</b>	<b>\$2,347,119</b>	<b>\$2,390,678</b>	
NET SAVINGS	\$1,882,443	\$1,978,441	\$2,078,401	\$2,182,474	\$2,290,817	\$2,358,952	\$2,418,583	\$2,495,024	\$2,562,660	\$2,631,096	

Estimated Savings - MALE INMATES	2014		2015		2016		2017		2018		2019
	\$27,171,959	\$28,455,479	\$29,707,613	\$31,036,683	\$32,448,717	\$33,706,933	\$35,015,149	\$36,323,365	\$37,631,581	\$38,939,797	
<i>Less: All Expenses required (Operating, Capital, Fringe, Staffing)</i>	<b>\$19,964,362</b>	<b>\$18,692,941</b>	<b>\$16,643,196</b>	<b>\$16,098,216</b>	<b>\$15,381,058</b>	<b>\$15,022,171</b>	<b>\$14,663,284</b>	<b>\$14,304,397</b>	<b>\$13,945,510</b>	<b>\$13,586,623</b>	
NET SAVINGS	\$7,207,597	\$9,762,538	\$13,064,417	\$14,938,467	\$17,067,659	\$18,684,762	\$20,351,865	\$22,018,968	\$23,686,071	\$25,353,174	

**Net Savings to date: \$84,645,980**



# RETROSPECTIVE LOOK BACK

Projected Budget without Attrition & Regionalized Corrections

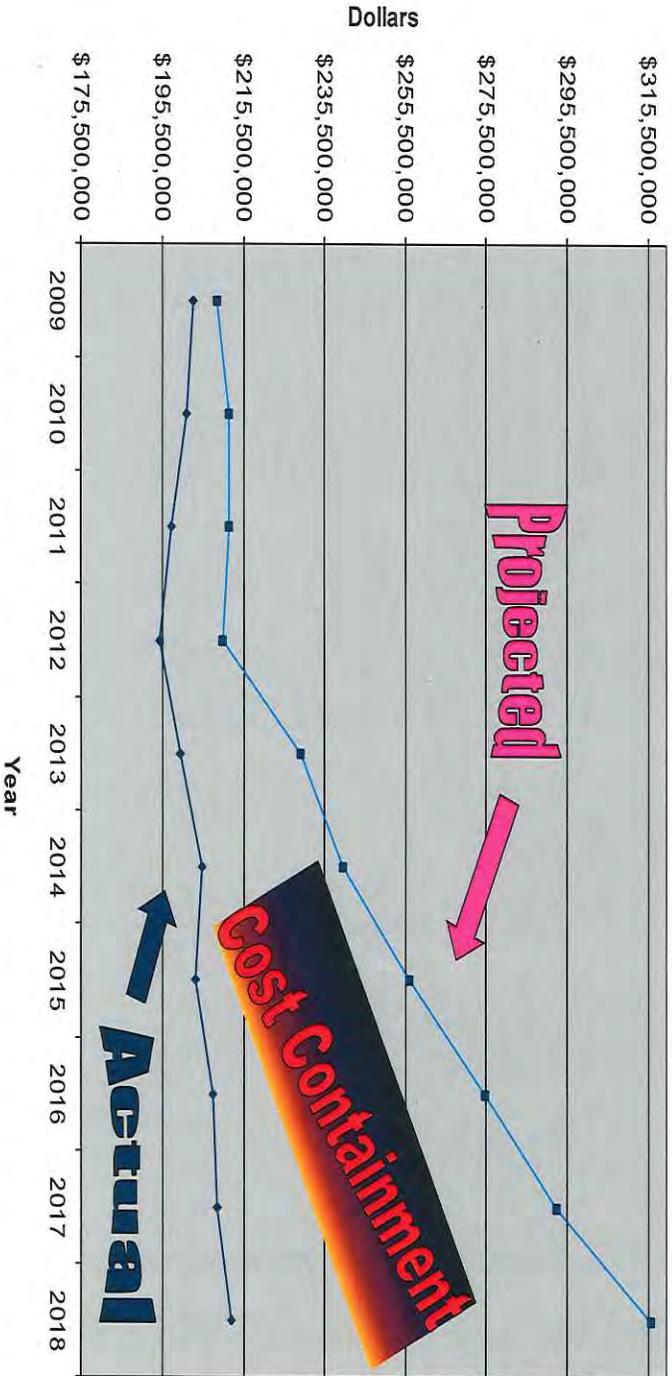
2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$190,824,000	\$203,092,000	\$201,505,000	\$197,630,000	\$194,593,000	\$199,819,000	\$205,145,000	\$203,698,000	\$207,927,000	\$208,799,000	\$212,484,000
\$192,613,174	\$209,035,039	\$211,907,716	\$211,753,070	\$210,341,182	\$229,506,954	\$240,078,029	\$256,244,975	\$275,114,801	\$292,940,902	\$316,217,818
\$1,789,174	\$5,943,039	\$10,402,716	\$14,123,070	\$15,748,182	\$29,687,954	\$34,933,029	\$52,546,975	\$67,187,801	\$84,141,902	\$103,733,818

\* Actual

\* Projected

\* Savings

Projected Budget without Attrition & Regionalized Corrections

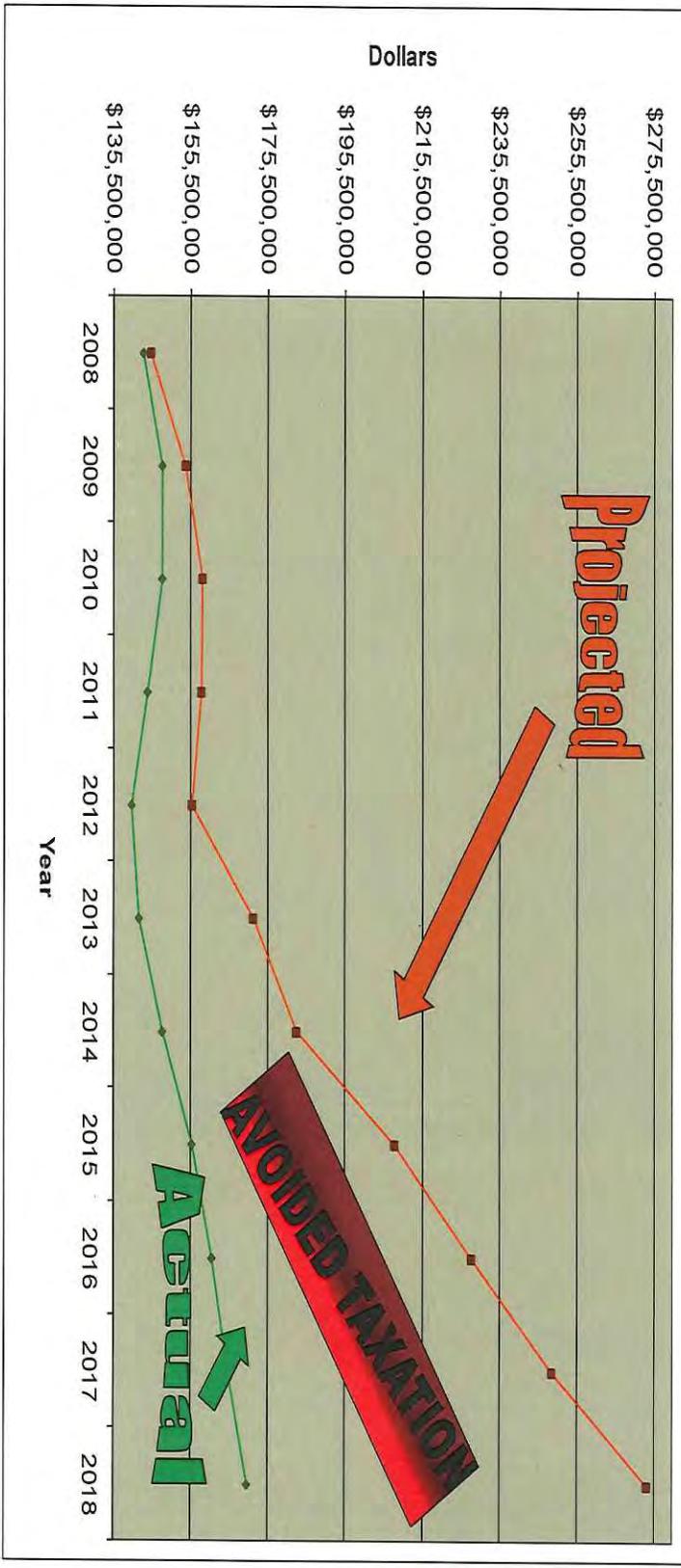


2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$143,200,000	\$148,100,000	\$148,000,000	\$144,100,000	\$140,000,000	\$141,970,000	\$147,900,000	\$155,800,000	\$161,000,000	\$164,887,000	\$170,000,000
\$144,989,174	\$154,043,039	\$158,402,716	\$158,223,070	\$155,748,182	\$171,657,954	\$182,833,029	\$208,346,975	\$228,187,801	\$249,028,902	\$273,733,818

\*(Actual)  
\*(Projected)

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

Amount to be Raised by Taxation without Attrition & Regionalized Corrections

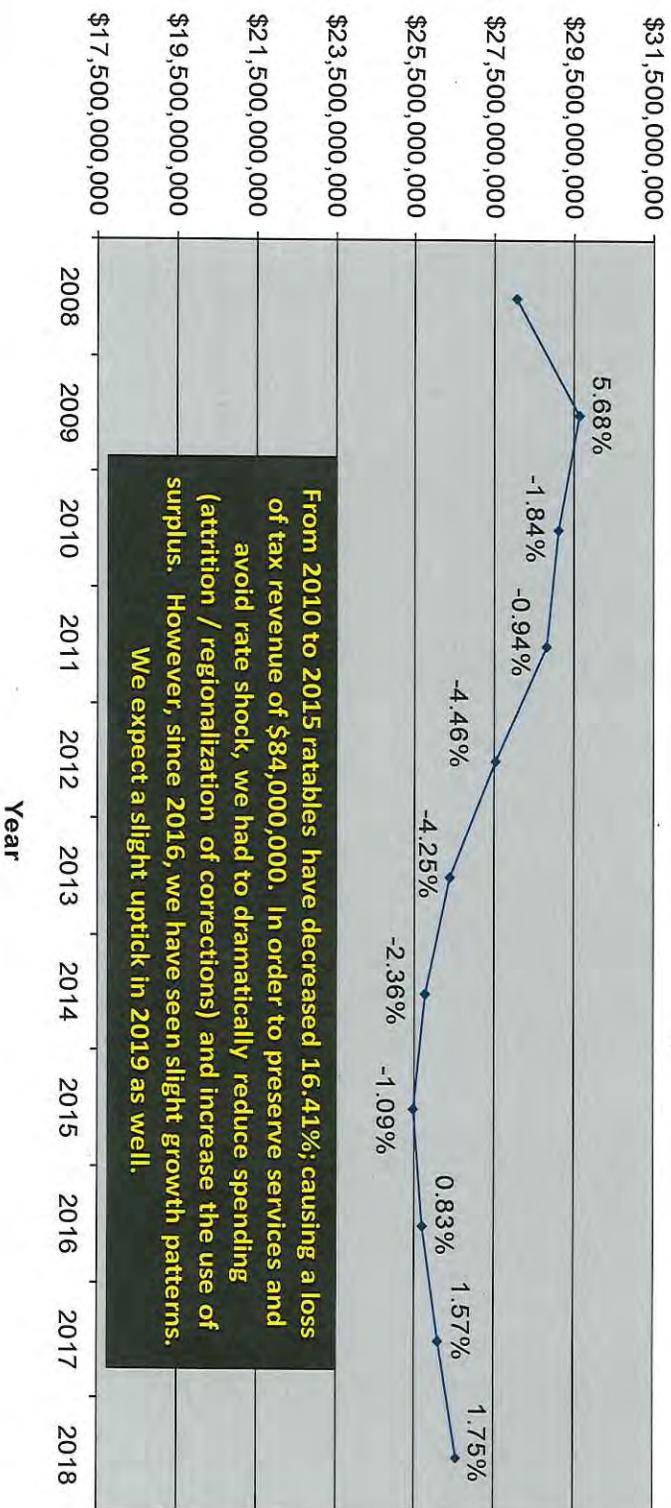


**RATABLE TRENDS,  
TAX RATE ANALYSIS,  
EQUALIZED VALUE &  
NEW CONSTRUCTION TRENDS**

### Total Ratable Growth Trend

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$28,052,514,000	\$29,645,617,000	\$29,099,745,000	\$28,825,777,900	\$27,539,059,608	\$26,367,768,361	\$25,746,396,666	\$25,466,430,286	\$25,677,598,255	\$26,081,261,902	\$26,537,050,714
Percentage	5.68%	-1.84%	-0.94%	-4.46%	-4.25%	-2.36%	-1.09%	0.83%	1.57%	1.75%

### Total Ratable Growth / Decline Trend



From 2010 to 2015 ratables have decreased 16.41%; causing a loss of tax revenue of \$84,000,000. In order to preserve services and avoid rate shock, we had to dramatically reduce spending (attrition / regionalization of corrections) and increase the use of surplus. However, since 2016, we have seen slight growth patterns. We expect a slight uptick in 2019 as well.

**2019**  
**ANALYSIS OF TAX RATES**

	<u>TAX RATE</u> <u>IN CENTS</u>
1992	62.33
1993	61.64
1994	61.60
1995	58.37
1996	56.02
1997	57.10
1998	58.90
1999	60.85
2000	60.86
2001	60.39
2002	60.39
2003	60.31
2004	60.28
2005	60.17
2006	55.07
2007	51.09
2008	51.04
2009	51.04
2010	51.04
2011	50.11
2012	51.07
2013	56.35
2014	57.69
2015	61.52
2016	63.11
2017	63.49
2018	64.25

**2019 BUDGET WORKSESSION  
ANALYSIS OF EQUALIZED COUNTY TAX RATABLES**

	EQUALIZED VALUE \$	CHANGE IN VALUE	%
1992	10,257,379,000		
1993	10,600,017,000	342,638,000	3.34%
1994	10,825,552,000	225,535,000	2.13%
1995	11,126,356,000	300,804,000	2.78%
1996	11,564,665,000	438,309,000	3.94%
1997	11,704,022,000	139,357,000	1.21%
1998	12,236,222,000	532,200,000	4.55%
1999	12,390,404,000	154,182,000	1.26%
2000	12,646,439,000	256,035,000	2.07%
2001	13,250,710,000	604,271,000	4.78%
2002	14,001,687,000	750,977,000	5.67%
2003	15,014,800,000	1,013,113,000	7.24%
2004	16,781,792,000	1,766,992,000	11.77%
2005	18,793,650,000	2,011,858,000	11.99%
2006	22,141,015,000	3,347,365,000	17.81%
2007	25,741,037,000	3,600,022,000	16.26%
2008	28,052,514,000	2,311,477,000	8.98%
2009	29,645,617,000	1,593,103,000	5.68%
2010	29,099,745,000	(545,872,000)	-1.84%
2011	28,825,777,900	(273,967,100)	-0.94%
2012	27,539,059,000	(1,286,718,900)	-4.46%
2013	26,367,768,000	(1,171,291,000)	-4.25%
2014	25,746,397,000	(621,371,000)	-2.36%
2015	25,466,430,286	(279,966,714)	-1.09%
2016	25,677,625,407	211,195,121	0.83%
2017	26,081,261,902	403,636,495	1.57%
2018	26,544,858,334	463,596,432	1.78%

**2019 BUDGET WORKSESSION  
STATE CERTIFICATION OF EQUALIZED VALUES  
October 2017 vs October 2018**

COUNTY	(IN MILLIONS)		% CHANGE	RANK
	2017	218		
HUDSON	77,717	87,778	12.95%	1
ESSEX	88,798	94,574	6.50%	2
MIDDLESEX	105,377	111,843	6.14%	3
PASSAIC	47,773	50,055	4.78%	4
MONMOUTH	121,631	127,101	4.50%	5
CAPE MAY	49,620	51,638	4.07%	6
UNION	69,476	72,040	3.69%	7
OCEAN	98,983	102,334	3.39%	8
<b>GLOUCESTER</b>	<b>26,274</b>	<b>26,899</b>	<b>2.38%</b>	<b>9</b>
SOMERSET	60,790	62,228	2.37%	10
SUSSEX	16,941	17,308	2.17%	11
BERGEN	176,231	179,918	2.09%	12
MERCER	44,443	45,323	1.98%	13
CAMDEN	37,744	38,455	1.88%	14
ATLANTIC	31,089	31,519	1.38%	15
BURLINGTON	47,030	47,660	1.34%	16
MORRIS	94,155	95,387	1.31%	17
WARREN	10,832	10,925	0.86%	18
HUNTERDON	21,465	21,635	0.79%	19
CUMBERLAND	8,759	8,725	-0.39%	20
SALEM	4,987	4,961	-0.52%	21
	<b>\$1,240,115</b>	<b>\$1,288,306</b>	<b>3.89%</b>	

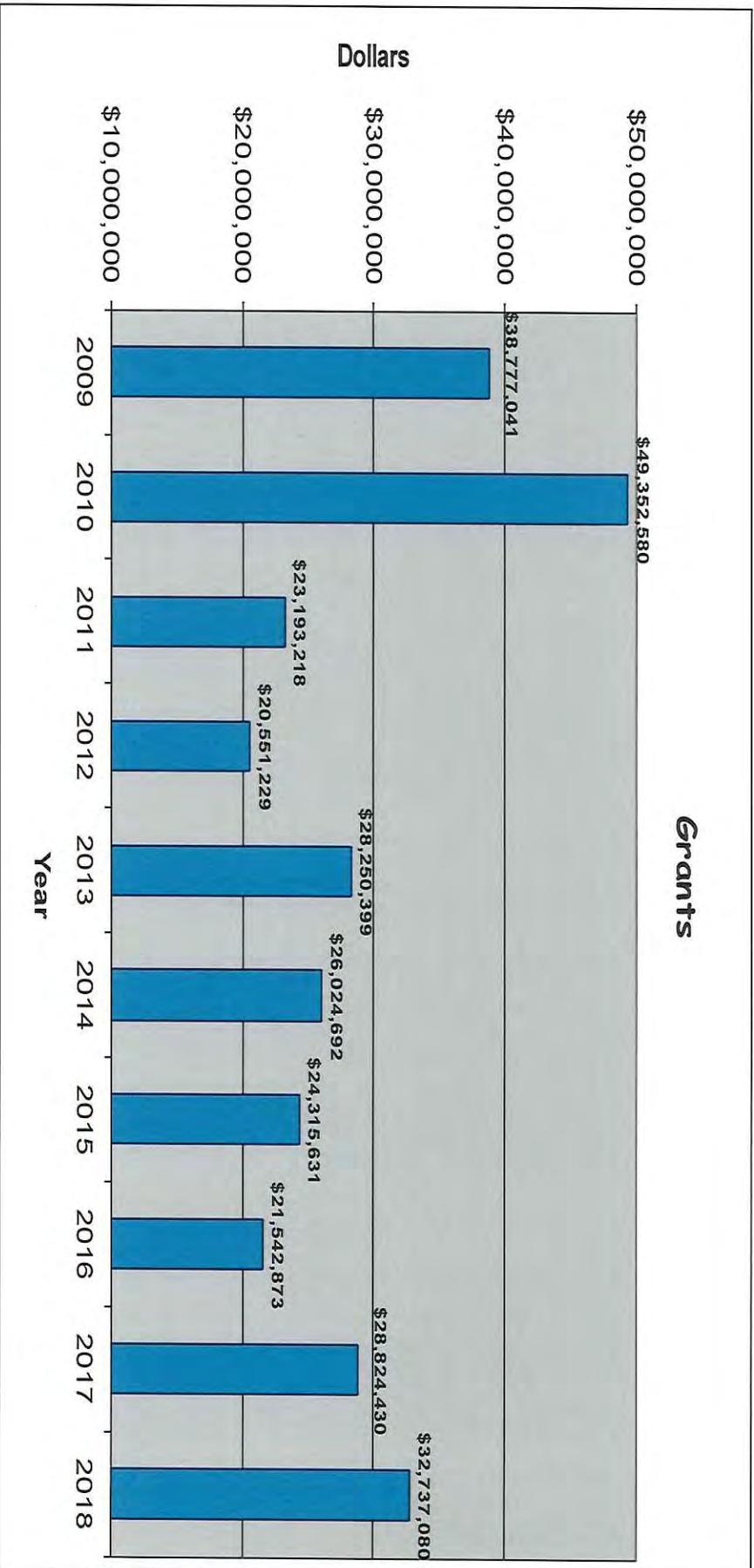
## 2019 BUDGET WORKSESSION ANALYSIS OF NEW CONSTRUCTION

	New Construction	Change	%
2004	398.10		
2005	550.10	152	38.18%
2006	544.60	(6)	-1.00%
2007	435.60	(109)	-20.01%
2008	481.40	46	10.51%
2009	281.90	(200)	-41.44%
2010	287.40	6	1.95%
2011	168.40	(119)	-41.41%
2012	140.00	(28)	-16.86%
2013	115.50	(25)	-17.50%
2014	157.10	42	36.02%
2015	161.55	4	2.83%
2016	142.27	(19)	-11.93%
2017	235.49	93	65.52%
2018	168.08	(67)	-28.63%

# GRANTS & REVENUE ANALYSIS

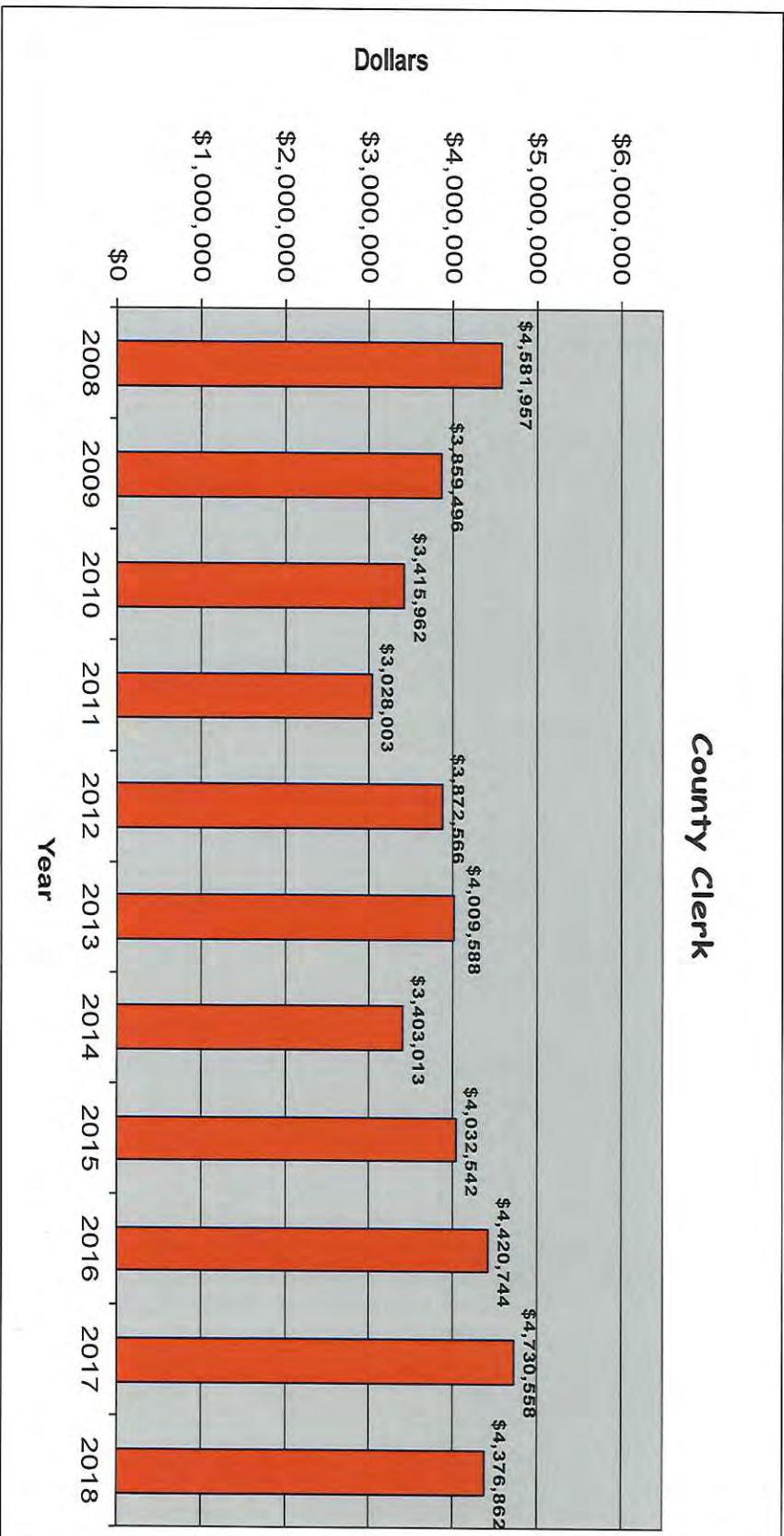
**Grants - County, Trust and Capital**

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$38,777,041	\$49,352,580	\$23,193,218	\$20,551,229	\$28,250,399	\$26,024,692	\$24,315,631	\$21,542,873	\$28,824,430	\$32,737,080



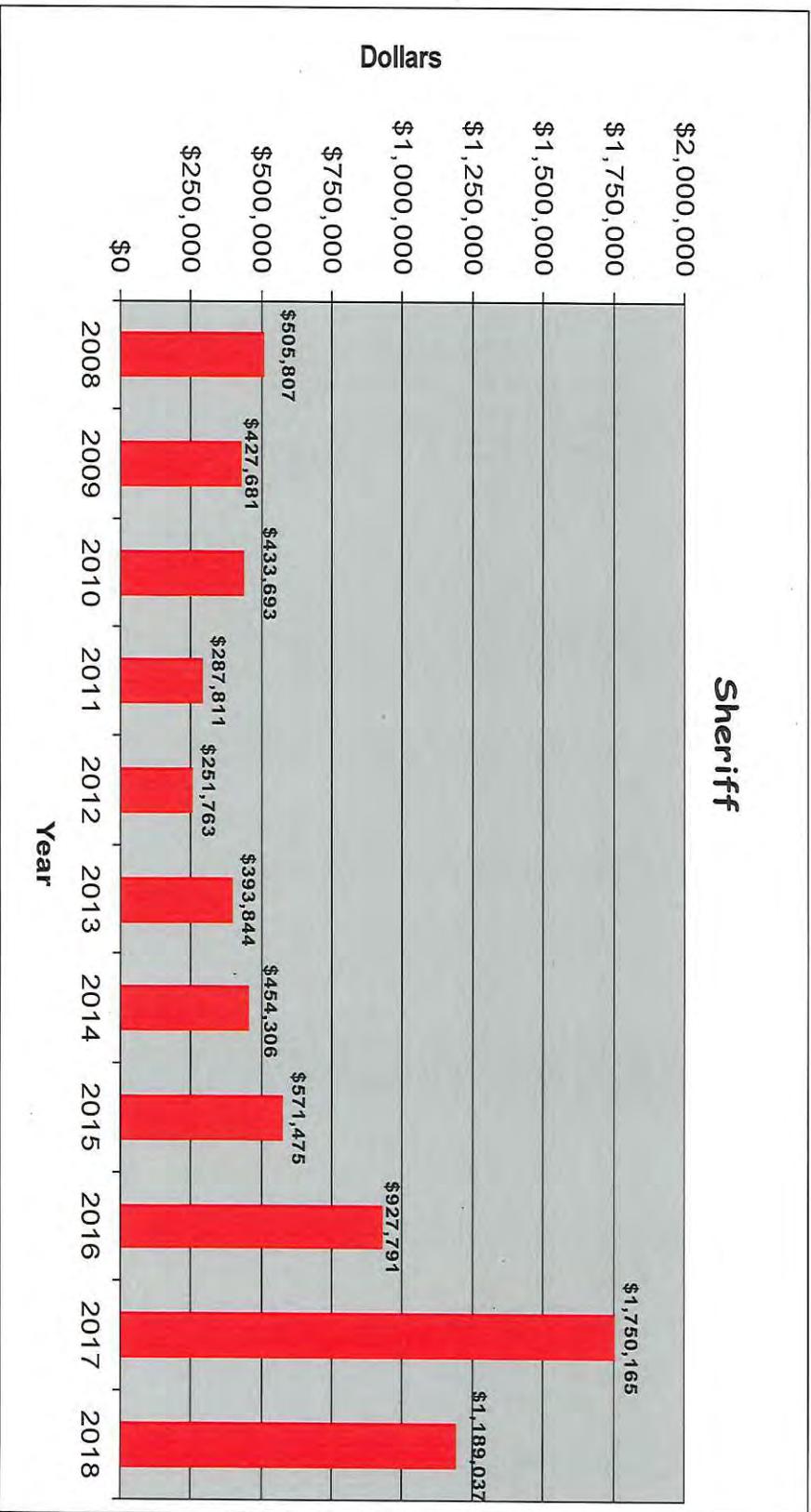
Revenue - County Clerk

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$4,581,957	\$3,859,496	\$3,415,962	\$3,028,003	\$3,872,566	\$4,009,588	\$3,403,013	\$4,032,542	\$4,420,744	\$4,730,558	\$4,376,862



Revenue - Sheriff

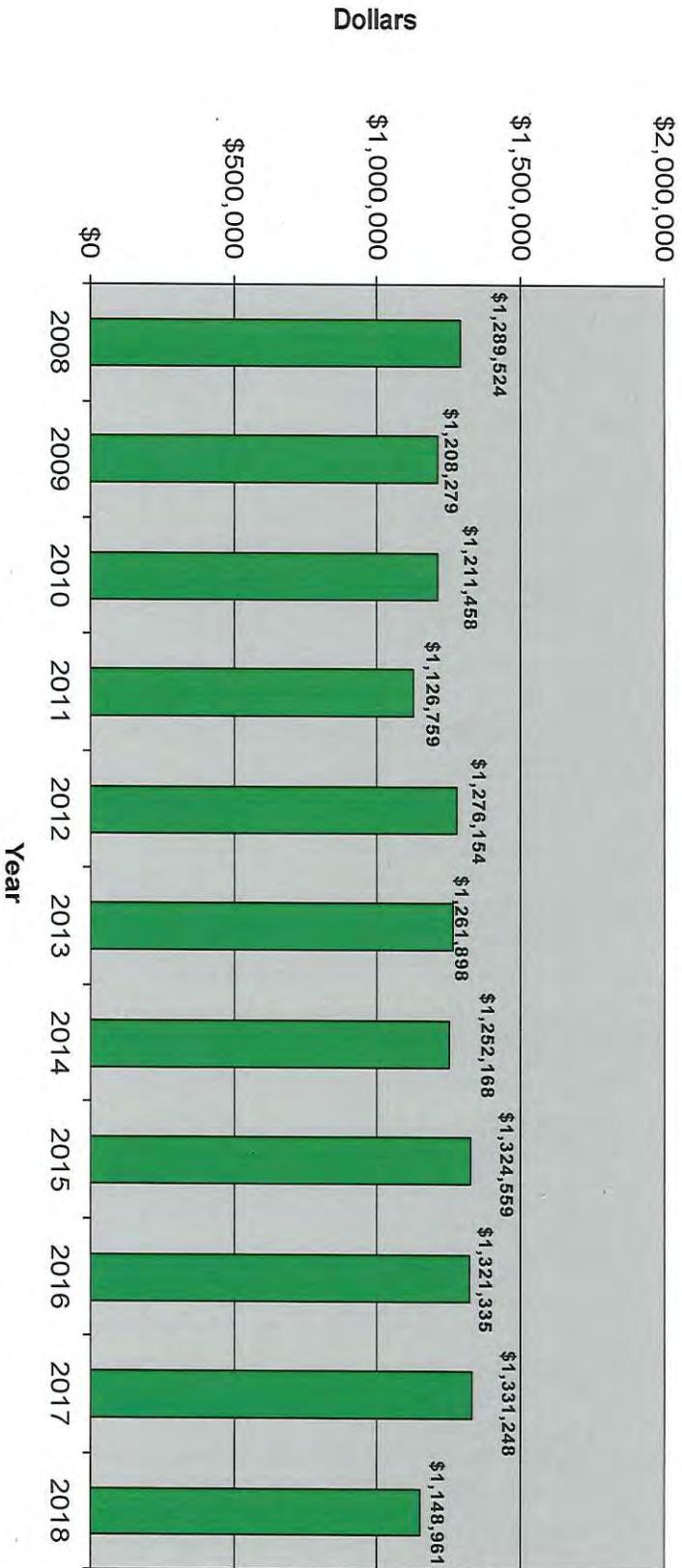
2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$505,807	\$427,681	\$433,693	\$287,811	\$251,763	\$393,844	\$454,306	\$571,475	\$927,791	\$1,750,165	\$1,189,037



Revenue - Golf

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$1,289,524	\$1,208,279	\$1,211,458	\$1,126,759	\$1,276,154	\$1,261,898	\$1,252,168	\$1,324,559	\$1,321,335	\$1,331,248	\$1,148,961

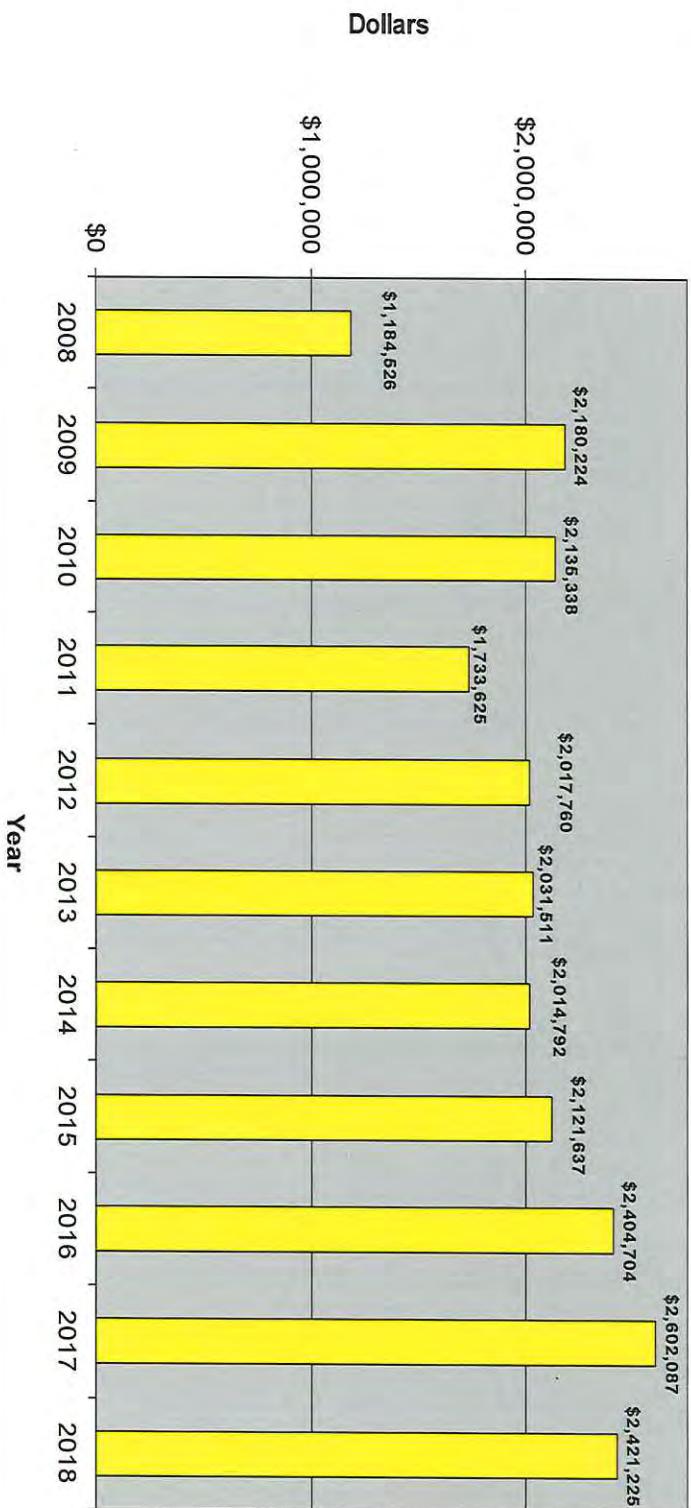
Pitman Golf Course



2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$1,184,526	\$2,180,224	\$2,136,338	\$1,733,625	\$2,017,760	\$2,031,511	\$2,014,792	\$2,121,637	\$2,404,704	\$2,602,087	\$2,421,225

Revenue - Title IV - D

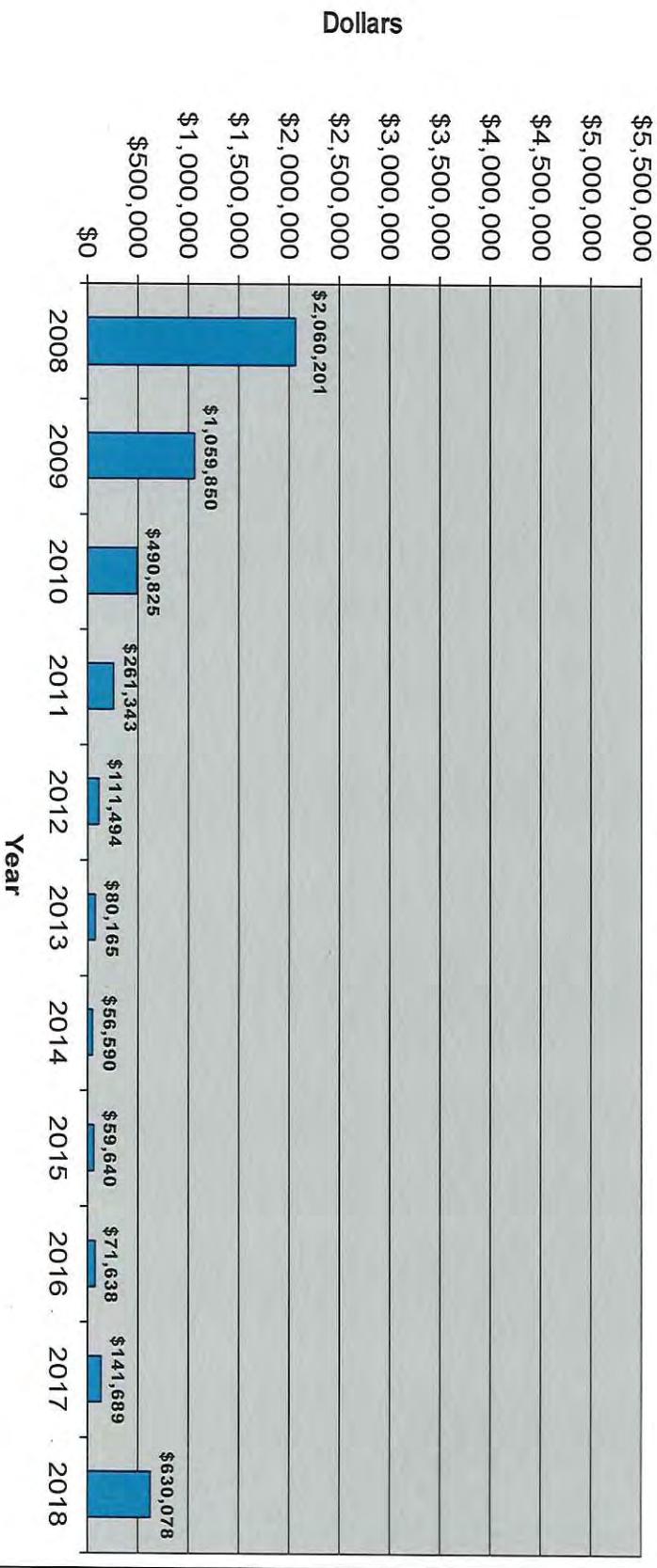
Title IV - D Income



Revenue - Interest Income

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
\$2,060,201	\$1,059,850	\$490,825	\$261,343	\$111,494	\$80,165	\$56,590	\$59,640	\$71,638	\$141,689	\$630,078

Interest Income

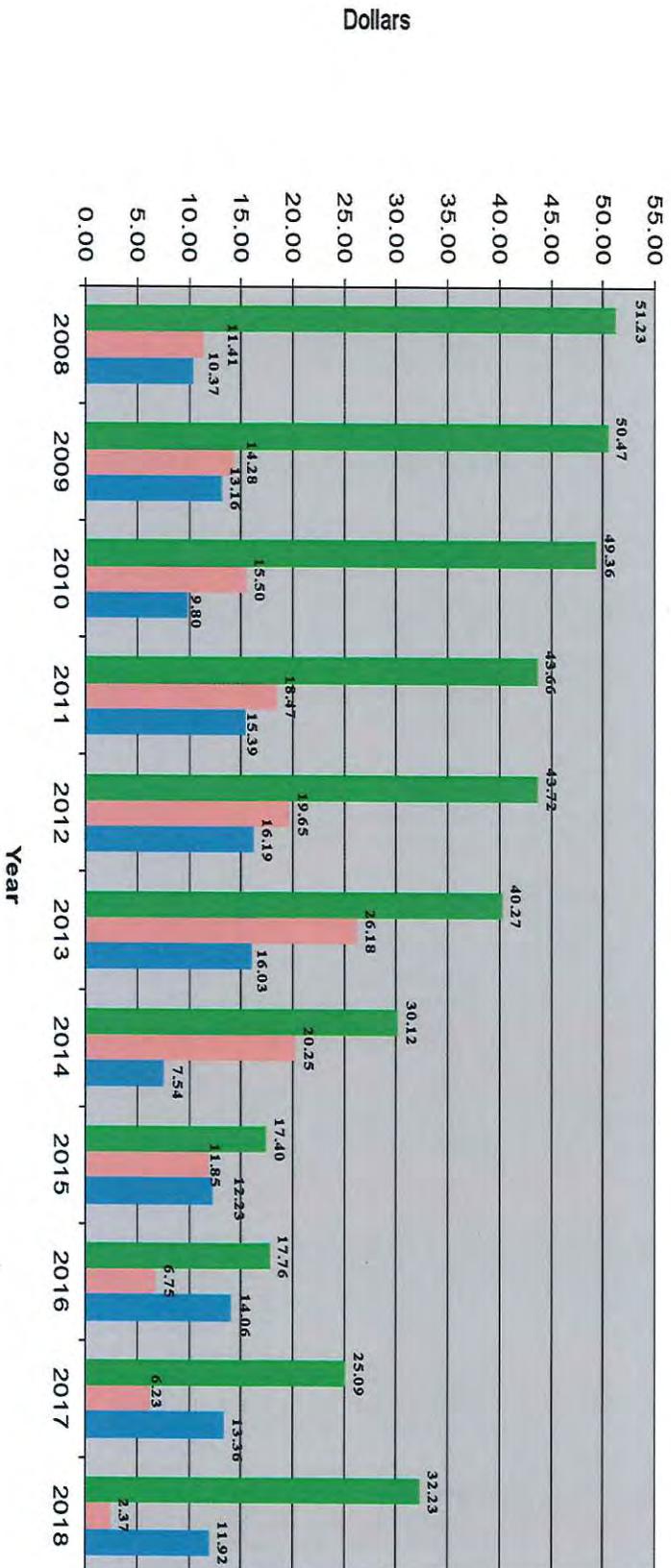


# **SURPLUS TRENDS & PROJECTIONS**

Surplus Trends											
2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Available
51.23	50.47	49.36	43.66	43.72	40.27	30.12	17.40	17.76	25.09	32.23	Used
11.41	14.28	15.50	18.47	19.65	26.18	20.25	11.85	6.75	6.23	2.37	Returned
10.37	13.16	9.80	15.39	16.19	16.03	7.54	12.23	14.06	13.36	11.92	

### Surplus Trends

'15, '16, '17, & '18 Returned more than used, 1st time since 2007!



**2019 BUDGET WORKSESSION**  
2017 - 2019 REVENUES

REVENUES	2017 BUDGET	2017 ACTUAL	2018 BUDGET	2018 ACTUAL	2019 BUDGET
Surplus	\$6,213,072	\$6,213,072	\$2,685,000	\$2,685,000	\$2,376,225
Miscellaneous Revenues:					
County Clerk	\$4,420,700	\$4,730,558	\$4,730,500	\$4,376,862	\$4,376,854
Surrogate	\$257,500	\$273,092	\$273,000	\$286,724	\$286,700
Sheriff	\$836,536	\$1,750,765	\$1,500,000	\$1,189,037	\$1,189,000
Interest	\$72,500	\$141,689	\$128,434	\$630,078	\$630,000
Title IV-D	\$2,495,000	\$2,602,087	\$2,602,000	\$2,421,225	\$2,421,225
Capital Surplus Type 1	\$2,861,698	\$2,861,698	\$2,850,000	\$2,850,000	\$2,850,000
Motor Vehicle Fines	\$1,500,000	\$1,500,000	\$1,500,000	\$1,000,000	\$1,000,000
Weights & Measures	\$40,000	\$40,000	\$40,000	\$40,000	\$50,000
County Golf Course	\$1,321,325	\$1,331,248	\$1,331,200	\$1,148,961	\$1,148,950
Open Space Trust Fund	\$1,963,343	\$1,963,343	\$1,769,828	\$1,769,828	\$1,945,371
Interlocal Serv. Agreement-Medical Ex	\$1,232,500	\$1,234,526	\$1,234,500	\$1,195,803	\$1,195,803
Soil Safe	\$235,800	\$172,184	\$172,184	\$225,877	\$225,000
EMS	\$4,609,650	\$4,989,358	\$4,989,350	\$5,246,049	\$5,245,000
Added & Omitted Taxes	\$960,185	\$900,897	\$1,095,279	\$1,095,279	\$1,040,599
Vacant Property Registry	\$424,500	\$609,800	\$500,000	\$483,600	\$460,000
Reimbursement - Library - Pension	\$301,700	\$301,700	\$326,169	\$326,169	\$330,245
Dividend - GCIC	\$490,610	\$490,610	\$631,378	\$631,378	\$635,543
<b>661A - 5% - NEW IN 2019</b>					<b>\$1,393,823</b>
State and Federal Aid:					
State Aid Election Reimb	\$220,000	\$223,750	\$220,000	\$221,959	\$220,000
State Aid - Debt Service Chp 12	\$1,333,680	\$1,333,680	\$1,454,534	\$1,454,033	\$1,441,452
Social Services					
Administration	\$11,587,090	\$10,937,348	\$11,988,093	\$11,371,325	\$11,734,766
SSI	\$454,610	\$361,902	\$462,394	\$395,359	\$480,967
Subtotal	\$43,911,999	\$44,963,306	\$42,483,843	\$41,544,546	<b>\$42,677,523</b>
Amount Raised by Taxation incl Appeals	\$164,887,378	\$164,887,378	\$170,000,000	\$170,000,000	\$174,000,000
Subtotal	\$208,799,377	\$209,850,684	\$212,483,843	\$211,544,546	\$216,677,523
State and Federal Grants	\$4,520,293	\$20,733,830	\$4,882,882	\$32,737,080	\$4,444,146
<b>TOTAL REVENUE</b>	<b>\$213,319,670</b>	<b>\$230,584,514</b>	<b>\$217,336,725</b>	<b>\$244,281,626</b>	<b>\$221,121,669</b>

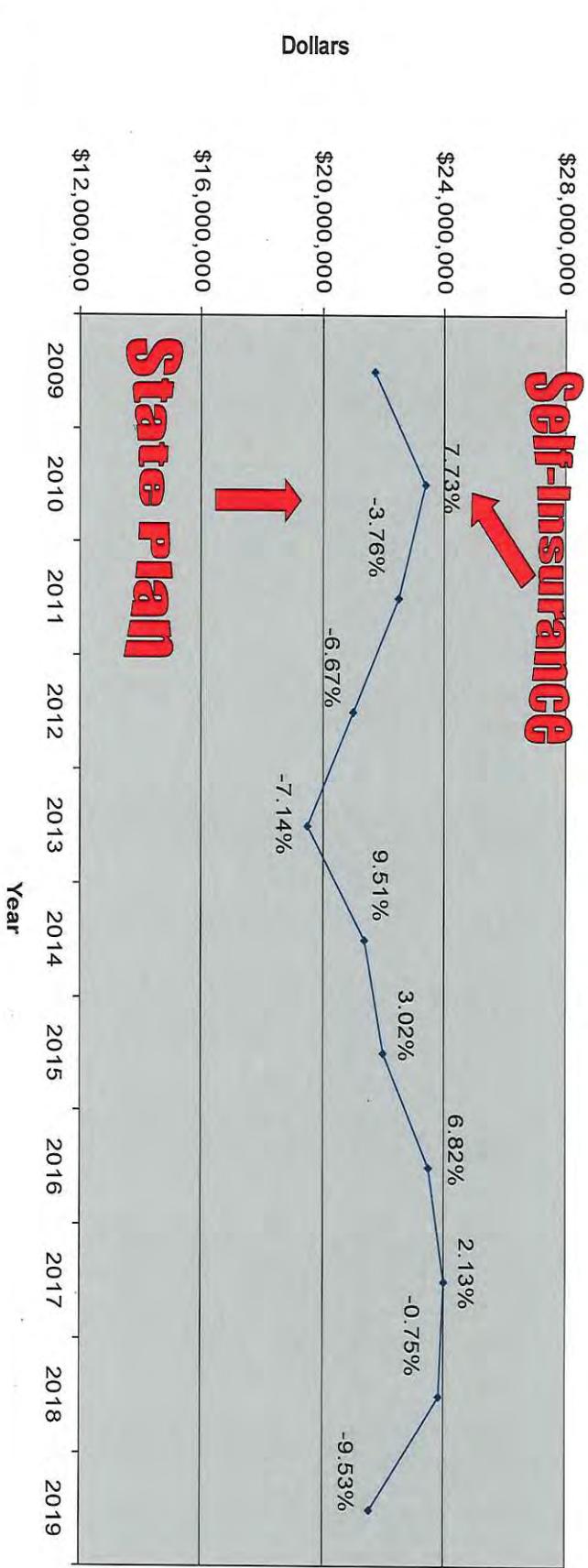
# OPERATING SECTION

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### Group Insurance Trends

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$21,701,000	\$23,379,500	\$22,500,000	\$21,000,000	\$19,500,000	\$21,355,000	\$22,000,000	\$23,500,000	\$24,000,000	\$23,820,000	\$21,551,000
Percentages	7.73%	-3.76%	-6.67%	-7.14%	9.51%	3.02%	6.82%	2.13%	-0.75%	-9.53%

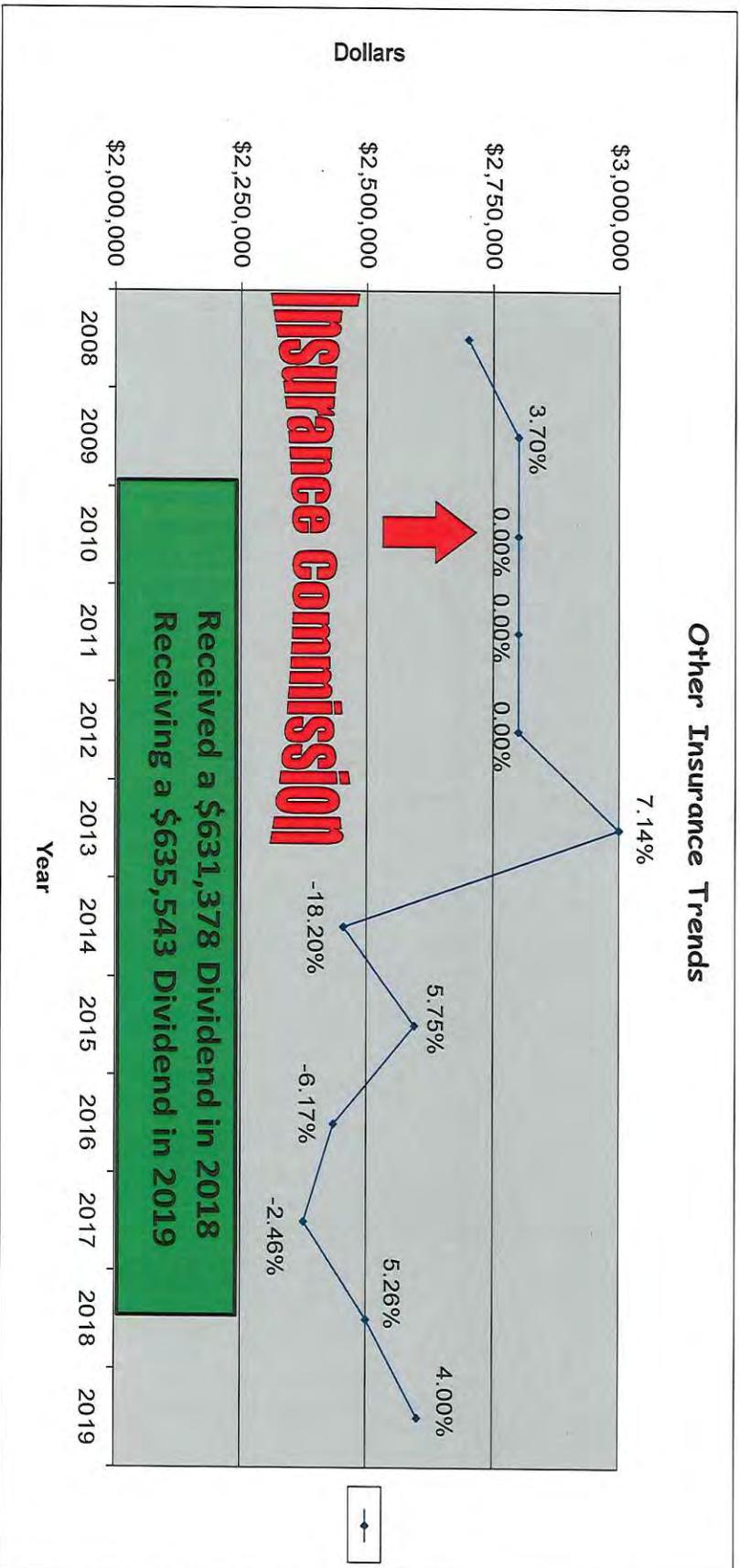
### Group Insurance Trends



### Other Insurance Trends

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$2,700,000	\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000	\$3,000,000	\$2,454,000	\$2,595,000	\$2,435,000	\$2,375,000	\$2,500,000	\$2,600,000
Percentage	3.70%	0.00%	0.00%	0.00%	7.14%	-18.20%	5.75%	-6.17%	-2.46%	5.26%	4.00%

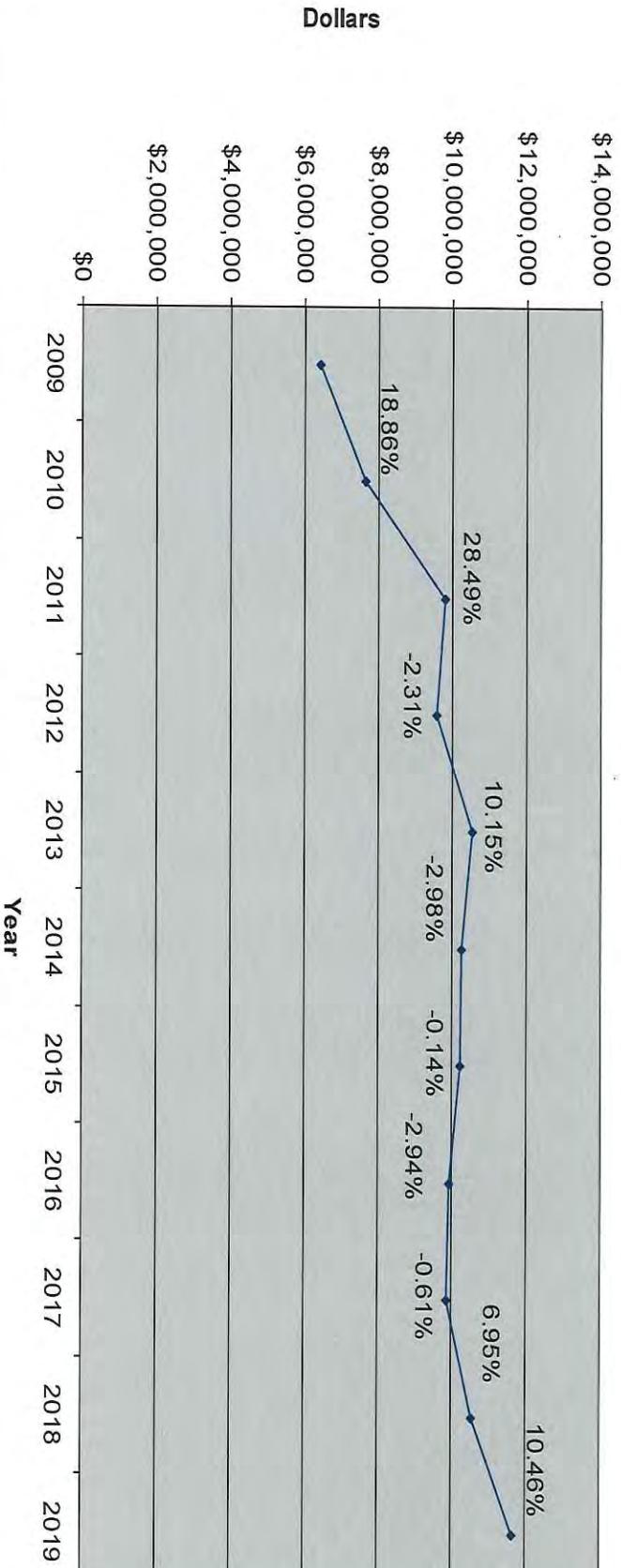
### Other Insurance Trends



### Pension Trends & Costs

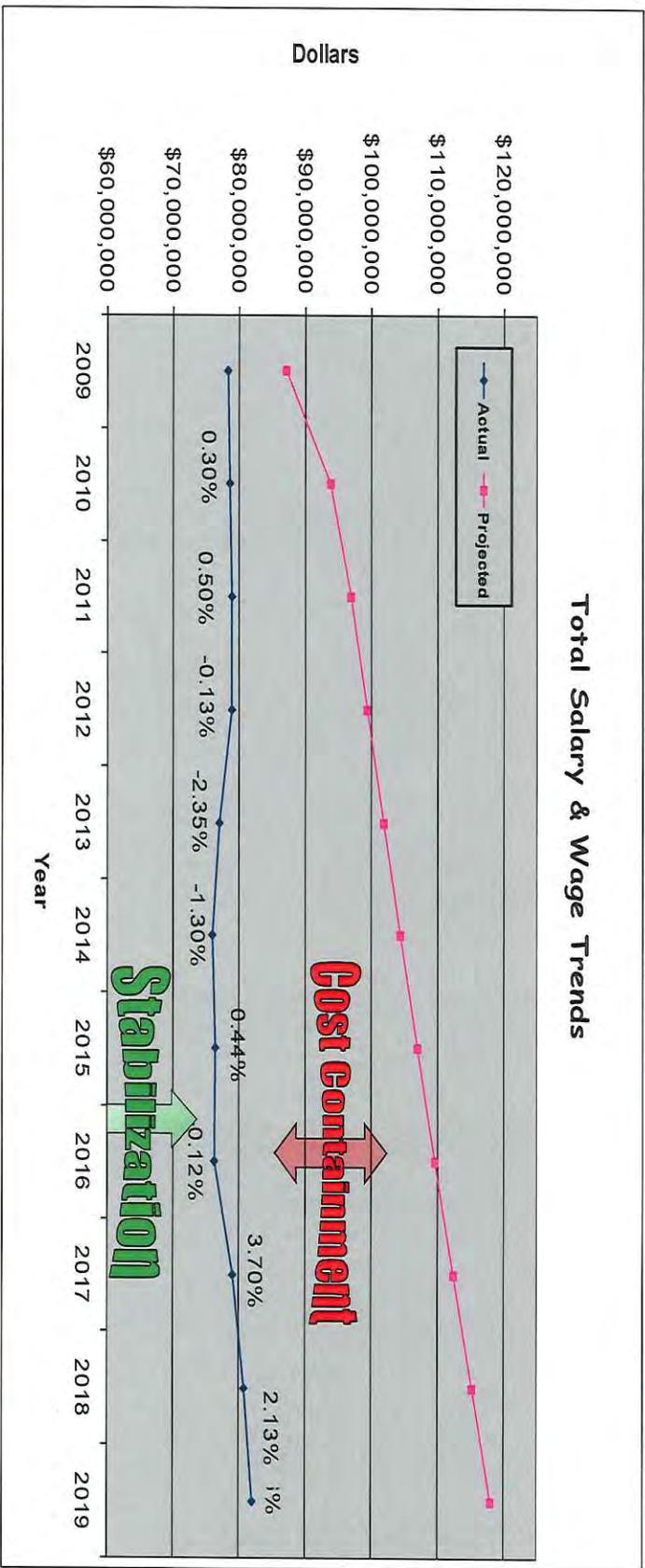
2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$6,417,445	\$7,627,577	\$9,800,935	\$9,574,074	\$10,546,198	\$10,231,995	\$10,217,225	\$9,916,457	\$9,856,293	\$10,541,663	\$11,643,877
Percentages	18.86%	28.49%	-2.31%	10.15%	-2.98%	-0.14%	-2.94%	-0.61%	6.95%	10.46%

### Pension Trends & Costs



	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Actual	\$78,285,000	\$78,516,000	\$78,911,000	\$78,811,000	\$76,961,000	\$75,960,300	\$76,294,000	\$76,200,891	\$79,021,213	\$80,705,000	\$81,880,750
Projected	\$87,005,712	\$93,774,361	\$96,870,116	\$99,291,869	\$101,774,166	\$104,318,520	\$106,926,483	\$109,599,645	\$112,339,636	\$115,148,127	\$118,026,830
Percentage	0.30%	0.50%	-0.13%	-2.35%	-1.30%	0.44%	-0.12%	3.70%	2.13%	1.46%	

Total Salary & Wage Trends



NOTE: 2007 Social Services joined County Budget, 2008 EMS started, 2009 More EMS, 2010, 2011 & 2012 Tax Assessing which would increase overall salary and wages; however, by attritioning 344 positions and shared service initiatives contained these costs from growing at an average rate of 4.5% in '08 & '09; 4% in '10; and 2.5% in '11, '12, '13, '14, '15, '16 & '17. Also, significant retirements and jail regionalization occurred. However, we have concluded a major attrition program and are beginning to add more towns to EMS, budget for more positions due to bail reform.

**SALARIES AND WAGES  
REQUESTED  
2019**

DEPARTMENT	2019 SAW REQUEST	2018 SAW BUDGET	2018-19 SAW BUDGET INC/(DECREASE)
100 Admin	\$ 1,295,217	\$ 1,259,347	\$ 35,870
110 Freeholders	\$ 580,760	\$ 568,997	\$ 11,763
120 Cty Clerk	\$ 1,694,161	\$ 1,714,138	\$ (19,977)
121 Supt Elections	\$ 795,870	\$ 786,166	\$ 9,704
130 Finance Office	\$ 1,152,758	\$ 1,142,853	\$ 9,905
140 Info Tech	\$ 1,236,903	\$ 1,204,566	\$ 32,337
150 Bd of Tax	\$ 67,571	\$ 66,469	\$ 1,102
151 Cty Assessor	\$ 1,518,509	\$ 1,420,868	\$ 97,641
155 Legal	\$ 1,097,337	\$ 1,259,807	\$ (162,470)
160 Surrogate	\$ 632,084	\$ 617,904	\$ 14,180
165 Engineering	\$ 1,182,357	\$ 1,174,647	\$ 7,710
170 Ec Develop	\$ 15,000	\$ 10,000	\$ 5,000
180 Planning	\$ 264,676	\$ 248,900	\$ 15,776
185 Const Bd	\$ 51,377	\$ 51,377	\$ -
201 Cons Protect	\$ 357,275	\$ 356,122	\$ 1,153
250-001Emrg Resp	\$ 10,755,986	\$ 10,392,128	\$ 363,858
250-002 EMS	\$ 9,594,832	\$ 9,378,731	\$ 216,101
254 Med Exam	\$ 1,052,758	\$ 1,010,728	\$ 42,030
270 Sheriff	\$ 9,343,745	\$ 9,122,534	\$ 221,211
275 Prosecutor	\$ 9,256,523	\$ 8,667,025	\$ 589,498
280 Corrections	\$ 5,336,374	\$ 5,359,894	\$ (23,520)
290 Highway	\$ 2,810,986	\$ 2,755,747	\$ 55,239
290-002 Mosquito	\$ 191,098	\$ 182,061	\$ 9,037
310 Bldgs & Grnd	\$ 3,341,763	\$ 3,296,503	\$ 45,260
315 Fleet Mngmt	\$ 516,927	\$ 587,079	\$ (70,152)
330 Health Dept	\$ 2,008,276	\$ 2,106,797	\$ (98,521)
331 Educ & Disab	\$ 274,497	\$ 286,191	\$ (11,694)
332 Senior Serv	\$ 758,181	\$ 750,858	\$ 7,323
333-001 Hum Serv	\$ 329,147	\$ 334,641	\$ (5,494)
333-002 Transp	\$ 384,457	\$ 552,623	\$ (168,166)
334 Veterans	\$ 348,017	\$ 334,799	\$ 13,218
340 Animal Shelt	\$ 2,007,519	\$ 1,995,679	\$ 11,840
345 Social Serv	\$ 9,729,678	\$ 9,762,886	\$ (33,208)
370 Parks & Rec	\$ 1,013,151	\$ 1,066,053	\$ (52,902)
371 Golf Course	\$ 363,528	\$ 363,318	\$ 210
402 Supt Schools	\$ 253,020	\$ 255,203	\$ (2,183)
403 Ext Services	\$ 268,432	\$ 261,111	\$ 7,321
<b>TOTALS</b>	<b>\$ 81,880,750</b>	<b>\$ 80,704,750</b>	<b>\$ 1,176,000</b>

1.46%

# OVERTIME

## 2018 Actual/2019 Request

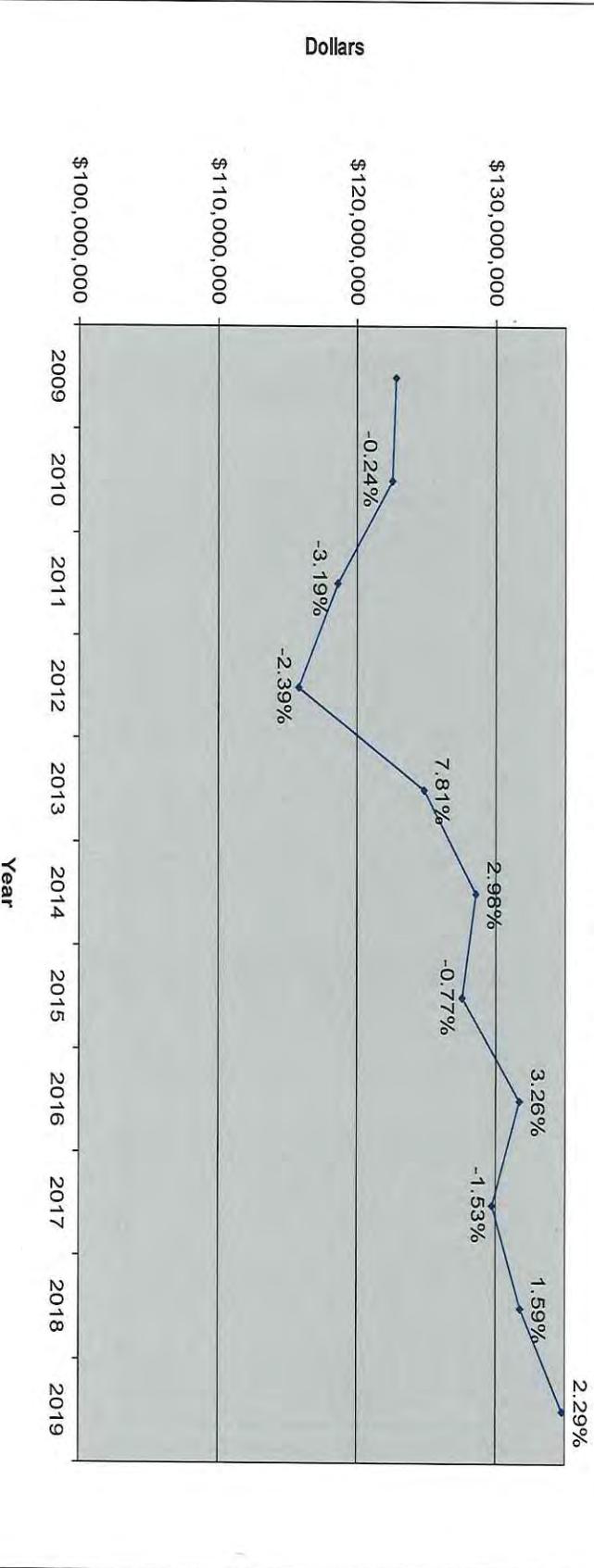
DEPARTMENT	2018 BUDGET	2018 ACTUAL	2019 REQUEST
County Clerk	\$24,300	\$26,695	\$27,600
Supt of Elections	\$35,000	\$34,916	\$35,000
Treasurer	\$3,500	\$361	\$3,500
Information Technology	\$40,000	\$55,002	\$50,000
Board of Taxation	\$5,500	\$1,435	\$5,500
County Assessor	\$70,000	\$75,050	\$110,000
Land Preservation *	\$0		
Engineering	\$10,500	\$9,674	\$11,000
Consumer Protection	\$500	\$833	\$2,500
Emergency Response	\$771,500	\$829,829	\$836,000
EMS	\$603,000	\$602,806	\$601,000
Sheriff	\$613,680	\$527,994	\$646,000
Prosecutor	\$405,500	\$418,451	\$446,610
Corrections	\$221,000	\$143,768	\$221,000
Highway	\$125,000	\$111,135	\$125,000
Highway/Mosquito	\$25,000	\$29,077	\$30,000
Buildings & Grounds	\$124,000	\$107,144	\$124,000
Fleet Management	\$11,000	\$13,132	\$20,000
Health Department	\$58,881	\$53,717	\$66,170
Transportation Services	\$9,000	\$5,542	\$6,400
Veterans	\$2,200	\$971	\$2,200
Animal Shelter	\$94,900	\$119,444	\$112,024
Social Services	\$75,000	\$16,452	\$40,000
Parks & Recreation	\$57,500	\$50,672	\$59,000
Golf Course	\$36,500	\$33,431	\$42,300
Extension Services	\$3,500	\$3,579	\$3,500
<b>TOTAL</b>	<b>\$3,426,461</b>	<b>\$3,271,110</b>	<b>\$3,626,304</b>

Does not include grant funds  
\* Paid from trust

### Total Operating Expense Trends

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$122,807,000	\$122,516,000	\$118,612,000	\$115,782,000	\$124,830,000	\$128,552,000	\$127,567,063	\$131,725,879	\$129,713,664	\$131,779,093	\$134,796,773
Percentages	-0.24%	-3.19%	-2.39%	7.81%	2.98%	-0.77%	3.26%	-1.53%	1.59%	2.29%

### Total Operating Expense Trends

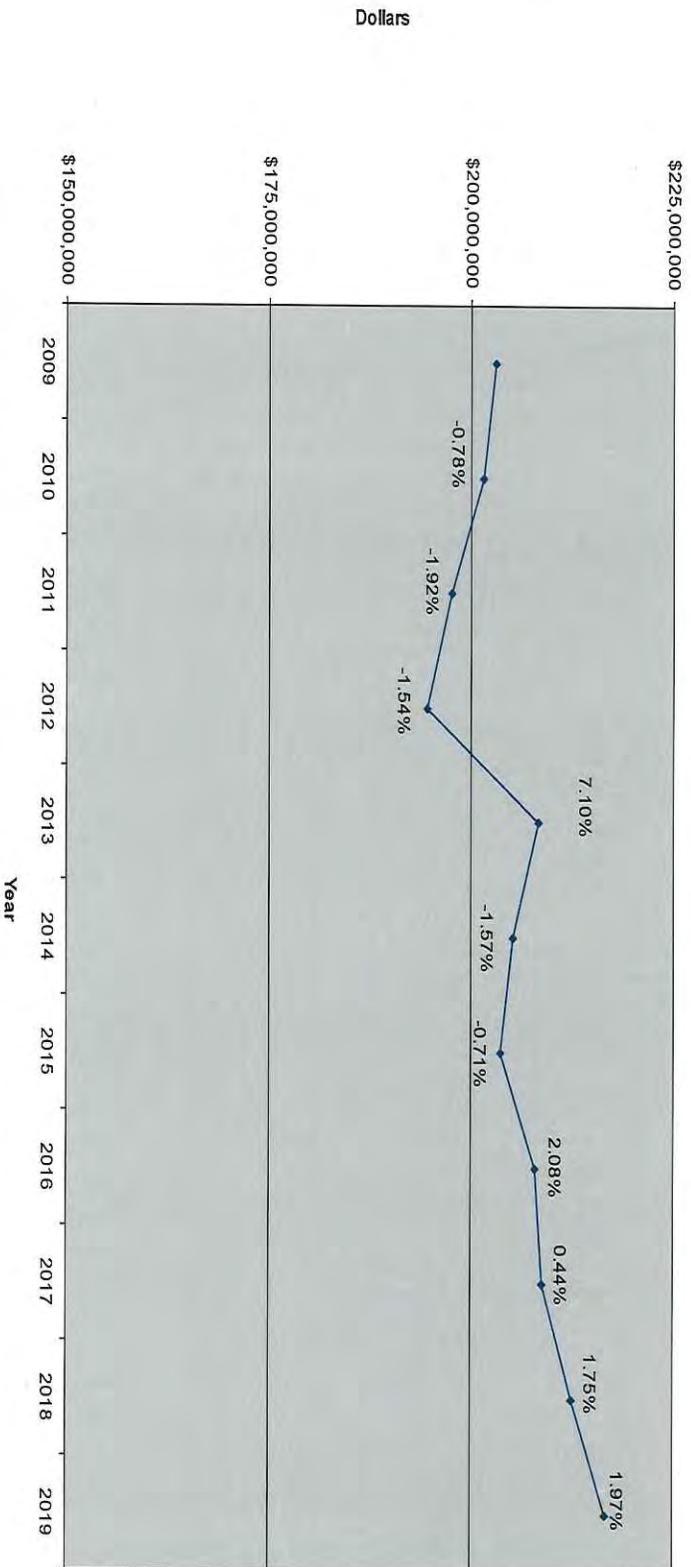


NOTE: 2007 Social Services joined County Budget, 2008 EMS started and ramped up in 2009 - 2011, Pension Increases in 2010, 2011, 2012 and 2013. Tax Assessing Pilot has been fully integrated, also in 2013 the county finalized regionalized corrections.

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$203,092,000	\$201,505,000	\$197,630,000	\$194,593,000	\$208,412,000	\$205,145,310	\$203,697,235	\$207,926,770	\$208,834,877	\$212,483,843	\$216,677,523
Percentages	-0.78%	-1.92%	-1.54%	7.10%	-1.57%	-0.71%	2.08%	0.44%	1.75%	1.97%

**Total Salary & Wage, Other Expenses & Appeals**

**Total Salary & Wage, Other Expenses & Appeals**



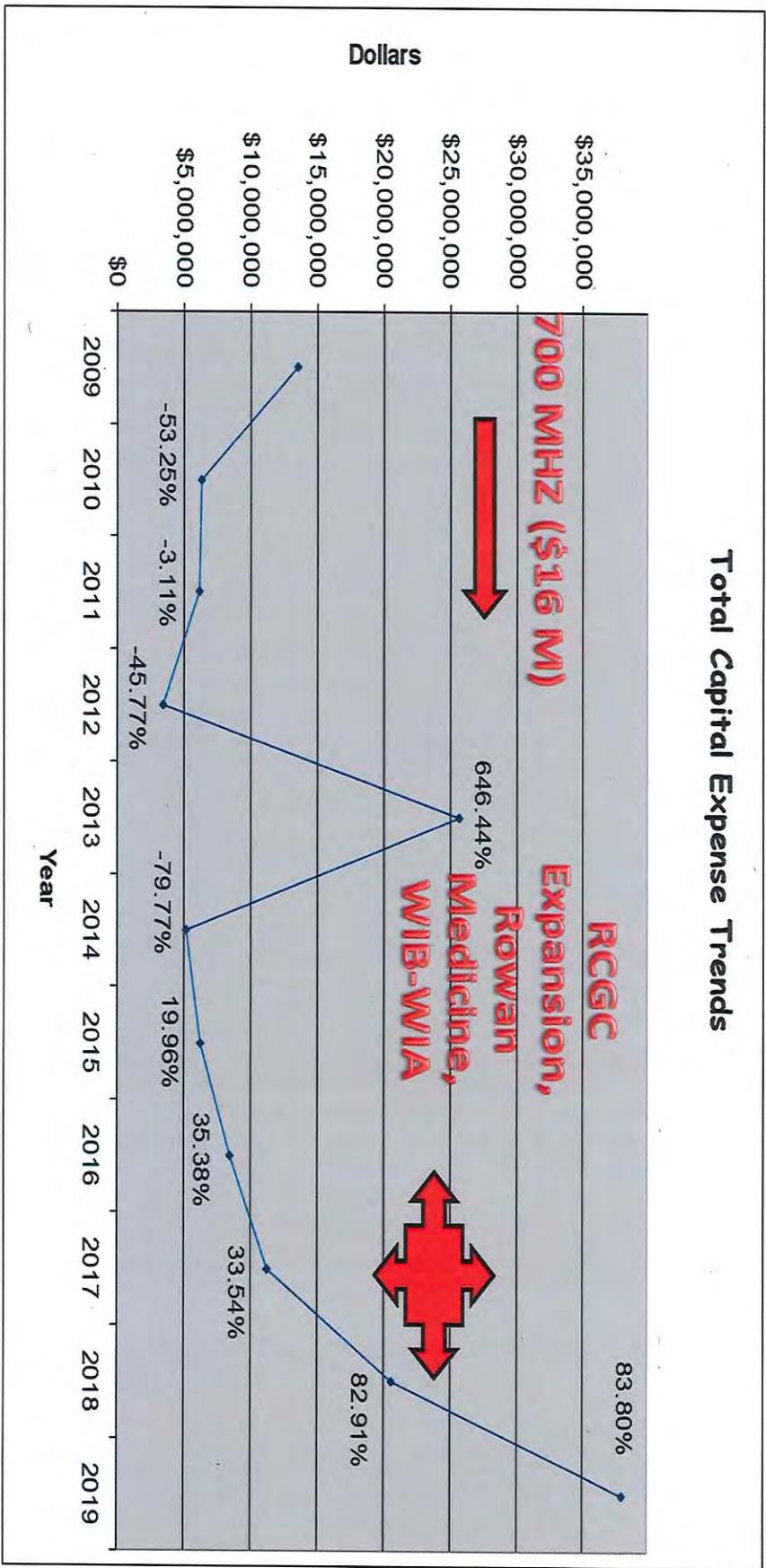
# CAPITAL BUDGET SECTION

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2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$13,581,000	\$6,348,500	\$6,151,000	\$3,443,000	\$25,700,000	\$5,200,000	\$6,238,000	\$8,445,143	\$11,277,285	\$20,627,816	\$37,913,655
Percentages	-53.25%	-3.11%	-45.77%	646.44%	-79.77%	19.96%	35.38%	33.54%	82.91%	83.80%

Total Capital Expense Trends

Total Capital Expense Trends



2017		2018		2019		2020		2021		2022		2023		2024		2025		2026		2027	
\$229,844,000	\$208,679,000	\$205,269,000	\$181,409,000	\$159,004,000	\$135,994,000	\$114,069,000	\$96,134,000	\$78,664,000	\$64,319,000	\$53,104,000	\$41,554,000	\$31,044,000	\$24,000,000	\$18,000,000	\$13,000,000	\$10,000,000	\$8,000,000	\$6,000,000	\$5,000,000	\$4,000,000	\$3,000,000
\$208,679,000	\$205,269,000	\$181,409,000	\$159,004,000	\$135,994,000	\$114,069,000	\$96,134,000	\$78,664,000	\$64,319,000	\$53,104,000	\$41,554,000	\$31,044,000	\$24,000,000	\$18,000,000	\$13,000,000	\$10,000,000	\$8,000,000	\$6,000,000	\$5,000,000	\$4,000,000	\$3,000,000	\$2,000,000
Percentages	-10.69%	-11.62%	-12.35%	-14.47%	-16.12%	-15.72%	-18.17%	-18.24%	-17.44%	-21.75%											

Total Debt Trend

10 Year - Debt Trend



**\$188,290,000 REDUCTION IN DEBT**

**CAPITAL PURCHASES & PROJECTS REQUESTS SUMMARY SHEET - FOR 2019 BUDGET**

	REQUESTS	
	2019	
Furniture	\$131,047	
Data Processing	\$309,165	
Comm Eq	\$55,046	
Other Eq	\$282,062	
Other	\$56,436	
Heavy Equipt	\$299,945	Thru Capital Projects/Bonding
Motor Pool/Fleet	\$654,651	
	<b>\$1,788,352</b>	

	APPROVED	
	2018	
	\$40,871	
	\$203,111	
	\$20,000	
	\$221,366	
	\$68,750	
	\$628,500	Thru Capital Projects/Bonding
	\$754,848	
	<b>\$1,937,446</b>	

	\$833,756	Operating
	\$654,651	Fleet
	\$299,945	Thru Capital Projects
Proof	<b>\$1,788,352</b>	

	\$554,098	Operating
	\$754,848	Fleet
	\$628,500	Thru Capital Projects
	<b>\$1,937,446</b>	

Thru Operating \$1,488,407

\$1,308,946 \$179,461 Increase

Capital Requests:	\$	18,113,710
Down payment:	\$	920,683
Heavy Equipment	\$	299,945
Chapter 12/RCGC	\$	19,500,000
	\$6.5 Chap 12 plus \$13M Med	
	<b>\$</b>	<b>36,992,972</b>

Capital Approved:	\$	8,242,885
Down payment:	\$	443,569
Heavy Equipment	\$	628,500
Chapter 12/RCGC	\$	12,200,000
	\$3.2 plus \$9M	
	<b>\$</b>	<b>20,627,816</b>
	Debt Issued for 2018 Budget	

GLoucester County Six Year Capital Projects - Requested - by Category 2019

CAPITAL PROJECT REQUESTS - 2019		2019	2020	2021	2022	2023	2024	TOTAL CAPITAL	Down Payment	GRANTS	DEBT AUTHORIZED
LAND	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
LAND/PARKS	TOTAL	\$1,280,000	\$519,000	\$962,000	\$182,500	\$410,000	\$1,345,000	\$4,668,500	\$64,000		\$1,216,000
BUILDINGS/NEW (Rec'd New Building)	TOTAL	\$13,000,000	\$0	\$0	\$0	\$0	\$0	\$13,000,000	\$0		\$13,000,000
BUILDINGS/RECONSTRUCTION	TOTAL	\$2,120,000	\$1,135,000	\$930,000	\$1,130,000	\$1,640,000	\$1,040,000	\$7,995,000	\$106,000		\$2,014,000
HIGHWAYS/REBUILT	TOTAL	\$13,632,862	\$31,212,862	\$26,512,862	\$16,512,862	\$23,512,862	\$13,512,862	\$124,897,172	\$325,500	\$7,122,862	\$6,184,500
INTERSECTIONS	TOTAL	\$2,200,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$2,700,000	\$5,000	\$2,100,000	\$95,000
DRAINAGE	TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
BRIDGES & DAMS	TOTAL	\$1,314,202	\$1,325,705	\$1,325,705	\$1,325,705	\$1,325,705	\$1,325,705	\$7,942,727	\$0	\$1,314,202	\$0
GUIDE RAILS	TOTAL	\$0	\$0	\$50,000	\$0	\$50,000	\$0	\$100,000	\$0		\$0
COMPUTER AND PHONE EQUIPMENT	TOTAL	\$6,140,710	\$1,693,000	\$303,000	\$354,500	\$178,000	\$173,000	\$8,842,210	\$307,036		\$5,833,675
COMMUNICATION EQUIPMENT	TOTAL	\$1,042,000	\$1,335,700	\$805,000	\$260,000	\$1,045,000	\$400,000	\$4,887,700	\$52,100		\$989,900
EMS EQUIPMENT	TOTAL	\$621,000	\$1,048,000	\$395,000	\$360,000	\$345,000	\$345,000	\$3,114,000	\$31,050		\$589,950
MISCELLANEOUS (Chapter 12 \$6.5M)	TOTAL	\$6,500,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,599,945	\$0		\$6,500,000
		\$599,945	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,599,945	\$29,997		\$569,948
SUBTOTAL	Less Grant	\$10,537,064	\$29,548,567	\$24,398,567	\$14,348,567	\$21,398,567	\$11,348,567	\$111,579,899	\$920,683	\$10,537,064	\$36,892,972
	TOTAL	\$37,913,655	\$9,220,700	\$7,385,000	\$6,247,000	\$7,608,000	\$7,293,000	\$69,167,395	\$920,683		\$920,683

**MINUTES**

6:00 p.m. Wednesday, March 6, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

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

Changes to the Agenda

Approval of the regular meeting minutes from February 20, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**PROCLAMATIONS**

**51727** Proclamation Recognizing March 2019 as Developmental Disabilities Awareness Month was presented by Freeholder Jefferson.

**51697** Proclamation in honor of the 2018 Kingsway Regional High School Marching Band on being named Tournament of Bands Group IV Atlantic Coast Champions was presented by Deputy Director DiMarco and Freeholder Lavender. (this matter was rescheduled from 2/20/19 and provided a resolution number on 2/20/19)

**51728** Proclamation recognizing the Stigma-Free Campaign in Gloucester County (Jefferson) (to be presented at a later date)

**51729** Proclamation honoring Charles Gallagher for his outstanding service to the community. Gloucester County Chamber of Commerce Community Service Award 2019 (Simmons) (previously presented)

**51730** Proclamation honoring Nick Allen Gloucester County Chamber of Commerce Benjamin Griffith Young Executive Award 2019 (Simmons) (previously presented)

**51731** Proclamation honoring Michele L. Vallone Gloucester County Chamber of Commerce Community Service Award-Chamber Member of the Year 2019 (Simmons) (previously presented)

**51732** Proclamation honoring JR's Angels Gloucester County Chamber of Commerce Community Service Award-Non-profit of the year, 2019 (Simmons) (previously presented)

**51733** Proclamation honoring Marcy A. Bliss Gloucester County Chamber of Commerce Community Service Award-Business Person of the Year, 2019 (Simmons) (previously presented)

**51734** Proclamation honoring Kristi Howell Gloucester County Chamber of Commerce Community Service Award- Business Person of the Year, 2019(Simmons) (previously presented)

**PUBLIC HEARING AND ADOPTION**

**51735 PUBLIC HEARING AUTHORIZING THE ADOPTION OF AMENDMENTS TO THE OFFICIAL COUNTY MAP.**

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

ADOPT

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO

**51736 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**51737 RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR \$36,190.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**51738 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION REGARDING THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY SYSTEM FOR THE YEAR 2019.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**51739 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND OTHER APPLICABLE LAW, AUTHORIZING AND APPROVING THE ISSUANCE BY THE MONTGOMERY COUNTY HIGHER EDUCATION AND HEALTH AUTHORITY OF NOT MORE THAN \$550,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS REVENUE BONDS TO FINANCE A PROJECT UNDERTAKEN ON BEHALF OF THOMAS JEFFERSON UNIVERSITY, A PORTION OF WHICH IS LOCATED IN THE COUNTY; AND, AUTHORIZING AND APPROVING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES

FREEHOLDER DIMARCO  
FREEHOLDER LAVENDER

**51740 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT TO REFLECT CHANGE OF COMPANY NAME.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**51741 RESOLUTION ACCEPTING FUNDS REGARDING THE CHILD ADVOCACY DEVELOPMENT GRANT IN THE AMOUNT OF \$262,883.00.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**51742 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CME ASSOCIATES, CONSULTING AND MUNICIPAL ENGINEERS.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

**51743 RESOLUTION REVISING THE SPEED LIMIT ON COUNTY ROUTE 555, TUCKAHOE/MAIN ROAD IN THE TOWNSHIPS OF FRANKLIN, MONROE, AND WASHINGTON.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**51744 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2019 TO FEBRUARY 28, 2020, IN AN AMOUNT NOT TO EXCEED \$60,000.00.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**51745 RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH CUMBERLAND COUNTY JITNEY, LLC.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**51746 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2019 TO MARCH 31, 2020 FOR \$79,179.43.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

**51747 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY WARD E. EACHUS FOR \$1,319,763.00.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender	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	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: Lorraine Beckett of Mantua Township and Tom Luff, Jr. of Franklinville discussed a bad experience Mr. Luff encountered when completing an application with the Planning Division.

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes						X
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Time: 6:46 p.m.

**RECOGNIZING  
J. AMBROGI FOODS  
ON BEING RECOGNIZED AS A  
NEW JERSEY SUSTAINABLE BUSINESS**

*WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize J. Ambrogi Foods on being selected as a New Jersey Sustainable Business as identified by the New Jersey Sustainable Business Registry, Rutgers New Jersey Small Business Development Center and New Jersey Department of Environmental Protection; and*

*WHEREAS, J. Ambrogi Foods is a fifth generation, family owned and operated produce distribution company located in Thorofare, Gloucester County. J. Ambrogi Foods began as a one-woman operation in 1884, was incorporated in 1987 and is certified as a Women's Business Enterprise in the State of New Jersey; and*

*WHEREAS, J. Ambrogi Foods practices sustainability through many programs including sourcing their produce locally, using electronic invoices instead of paper, consolidating customer deliveries for less vehicle trips, installing LED lighting and using motion detectors on indoor light switches, maintaining their delivery fleet and mapping delivery routes for optimal levels of fuel efficiency. J. Ambrogi Foods' environmental policy further provides quality produce in a manner that ensures a safe and healthy workplace for their employees and minimizes impact on the environment; and*

*WHEREAS, J. Ambrogi Foods further practices sustainability through a rigorous recycling program, installing solar panels over their entire facility and by donating nearly expired produce to the organization Philabundance, providing local families facing food insecurities with quality produce and simultaneously reducing food waste.*

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize **J. Ambrogi Foods** on being selected as a New Jersey Sustainable 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 20<sup>th</sup> day of March, 2019.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
James B. Jefferson  
Freeholder

\_\_\_\_\_  
James J. Lavender, Ed.D.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

ATTEST: \_\_\_\_\_  
Laurie J. Burns, Clerk of the Board

**~RECOGNIZING~**  
**March 2019**  
**AMERICAN RED CROSS MONTH**

*WHEREAS, the month of March is declared nationally as American Red Cross Month and the Gloucester County Board of Chosen Freeholders would like to take this time to recognize the dedication, tireless efforts and lifesaving work of the Southwestern-NJ Chapter of the American Red Cross who serve over 1.2 million residents of Southwestern New Jersey; and*

*WHEREAS, the Southwestern-NJ Chapter is guided by seven Red Cross fundamental principles—including humanity, impartiality and independence—to provide services to those in need regardless of race, religion, gender, sexual orientation or citizenship status; and*

*WHEREAS, the American Red Cross Southwestern-NJ Chapter is instrumental in assisting various medical professionals in remaining up-to-date and ready to assist our residents through various training programs, in particular, Cardiopulmonary resuscitation (CPR) & Auto Extremal Defoliator, First Aid training, Certified Nurse Assistant training, and Basic Life Support training; and*

*WHEREAS, the Red Cross is known for their assistance during disasters. Through campaigns such as the Home Fire Campaign, the Red Cross has worked with other organizations over the last five years to install over 31,000 smoke detectors, feed and provide emotional support to victims of disasters as well as collect an average of 95,000 units of blood from their generous blood donors; and*

*WHEREAS, the American Red Cross-Southwestern NJ Chapter depends on volunteers and donors who give their time and resources to help members of the community through difficult times and are true local heroes in Gloucester County and we take this special time to thank those from our community for their volunteerism, humanitarianism and true heroism; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons recognize March 2019 as American Red Cross Month and honor the American Red Cross Southwestern-NJ Chapter.*

*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 20<sup>th</sup> day of March, 2019.*

\_\_\_\_\_  
**Robert M. Damminger**  
**Freeholder Director**

\_\_\_\_\_  
**Frank J. DiMarco**  
**Freeholder Deputy Director**

\_\_\_\_\_  
**Lyman Barnes**  
**Freeholder**

\_\_\_\_\_  
**Daniel Christy**  
**Freeholder**

\_\_\_\_\_  
**James B. Jefferson**  
**Freeholder**

\_\_\_\_\_  
**James B. Lavender, Ed. D**  
**Freeholder**

\_\_\_\_\_  
**Heather Simmons**  
**Freeholder**

Attest: \_\_\_\_\_  
**Laurie J. Burns, Clerk of the Board**

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
GLASSBORO SHOPRITE PARTNERS IN CARING
WINNER OF THE SHOPRITE PARTNERS IN CARING CHEERIOS CONTEST
2019

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Glassboro ShopRite for being a winning store in the annual ShopRite Partners in Caring Cheerios Contest and to recognize all of the "Partners in Caring" who participated; and

WHEREAS, ShopRite associates across six states banded together in a friendly competition called the ShopRite Partners in Caring Cheerios Contest sponsored by ShopRite and General Mills. The theme of this year's contest was "20 Years of Good" and in this spirit, ShopRite associates raised \$1.51 million to support the efforts of food banks in the communities that ShopRite serves; and

WHEREAS, the Glassboro ShopRite store held a number of events from daily sales of soft pretzels and hot dogs to weekend sales of deli sandwiches. They hosted a Community Day, sidewalk sale, and raised funds through their annual "Welcome Back Rowan" week of events. They hosted "Partners in Caring Bag for Hunger" with the Glassboro Fire Department, Glassboro VFW Post 679, Glassboro Police Department, SJ Vietnam Veterans, Disabled American Veterans and other civic groups raising a total of \$35,061.00, earning Glassboro ShopRite their winning rank; and

WHEREAS, each winning store was awarded with the selection of two employees to be featured on a special-edition Cheerios box sold exclusively at ShopRite. This year's honorees are Dawn Emmertz and Mark Bliven, two valued store associates. Glassboro Shoprite chose the following local charities as recipients of the monetary prizes: Glassboro Childhood Development Center and Center for Family Services. Glassboro ShopRite truly gives back to its patrons in a real, tangible way, and makes a difference in the lives of its shoppers.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Glassboro ShopRite and their "Partners in Caring" for their dedication and service to the community by raising awareness of hunger and for their efforts in helping those in need of food assistance.

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 7th day of March 2019.

[Signature]
Frank J. DiMarco
Freeholder Deputy Director

[Signature]
Robert M. Damminger
Freeholder Director

[Signature]
Lyman Barnes
Freeholder

[Signature]
Daniel Christy
Freeholder

[Signature]
James B. Jefferson
Freeholder

[Signature]
James J. Lavender, Ed.D.
Freeholder

[Signature]
Heather Simmons
Freeholder

ATTEST: [Signature]
Laurie J. Burns, Clerk of the Board

**RESOLUTION ELECTING N.J.S.A. 40A:4-45.4 (the “1977 CAP”) TO  
DETERMINE THE 2019 COUNTY TAX LEVY**

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

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

**WHEREAS**, the 2019 budget of the County of Gloucester, New Jersey, yields an equal amount to be raised by county taxes when calculated under the 1977 CAP and the 2010 CAP.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that it hereby elects N.J.S.A. 40A:4-45.4 (the “1977 CAP”) to determine the amount to be raised by county taxes in its 2019 budget and to have the ability to carry forward any unused bank.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**LAURIE BURNS,  
CLERK OF THE BOARD**

Resolution to Adopt 2019 Gloucester County Budget

Be it Resolved by the Board of Chosen Freeholders of the County of Gloucester that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of \$174,000,000.00 dollars for the county to be raised by taxation and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

General Revenues:

Surplus Anticipated..... \$ 2,376,225.00  
Miscellaneous revenues Anticipated.....\$ 44,745,444.00  
Amount to be Raised by Taxation..... \$174,000,000.00

*Total General Revenues*                    \$221,121,669.00

General Appropriations:

Operations including Contingent.....\$165,995,907.00  
Capital Improvements.....\$ 1,763,756.00  
County Debt Service.....\$ 35,903,299.00  
Deferred Charges & Statutory Expenditures....\$ 17,458,707.00

*Total General Appropriations*    \$221,121,669.00

ROLL CALL VOTE

**RESOLUTION TO AMEND THE APPROVED 2019 COUNTY BUDGET**

**WHEREAS**, the 2019 Budget of the County of Gloucester was introduced and approved at a meeting held on the 20<sup>th</sup> day of February, 2019, and the public hearing was held as advertised; and

**WHEREAS**, it is necessary to amend the approved Budget regarding a certain grant, and matching grant funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that amendment to the 2019 County Budget is hereby approved as follows:

<b>GENERAL APPROPRIATIONS:</b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Unclassified – Current Fund Appropriations		
2. Matching Fund for Grants (State & Federal Programs)	\$ 100,000.00	\$ 17,225.00
<b>TOTAL UNCLASSIFIED</b>	<b><u>\$ 375,000.00</u></b>	<b><u>\$ 292,225.00</u></b>
New Jersey Dept. of Human Services:		
3. Alcohol/Drug Abuse	\$ 567,019.00	\$ 649,794.00
<b>TOTAL PUBLIC AND PRIVATE PROGRAMS/OFFSET BY REVENUE</b>	<b><u>\$4,444,146.00</u></b>	<b><u>\$4,526,921.00</u></b>

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. \_\_\_\_\_

---

**BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$48,450,719 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$36,992,972; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

---

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

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

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

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$48,450,719;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$36,992,972; and
- (c) a down payment in the amount of \$920,683 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

**Section 3.** The sum of \$36,992,972, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$920,683, which amount represents the required down payment, together with state and federal grants in the amount of \$10,537,064, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the County in an amount not to exceed \$36,992,972 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$36,992,972 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$7,500,000.

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

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$6,500,000	\$0	\$0	\$6,500,000	20 years
B.	Construction of Medical Building at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	13,000,000	0	0	13,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	1,280,000	64,000	0	1,216,000	15 years
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	2,370,000	118,500	0	2,251,500	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	13,632,862	325,500	7,122,862	6,184,500	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,200,000	5,000	2,100,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,314,202	0	1,314,202	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	6,140,710	307,036	0	5,833,674	5 years

- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

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

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

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

**Date of Introduction:** February 20, 2019

**Date of Final Adoption:** March 20, 2019

**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 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 2019 as follows:

- (1) The sum of **\$9,144.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Body Armor Replacement - Sheriff, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement - Sheriff - *Other Expenses*.
- (2) The sum of **\$4,503.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Body Armor Replacement - Corrections, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement - Corrections - *Other Expenses*.
- (3) The sum of **\$3,957.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Body Armor Replacement - Prosecutor, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Body Armor Replacement - Prosecutor - *Other Expenses*.
- (4) The sum of **\$262,883.00**, which item is now available as a revenue from the State of New Jersey Department of Children and Families Child Advocacy Development Grant, to be appropriated under the caption of the State of New Jersey Department of Children and Families Child Advocacy Development Grant - *Other Expenses*.
- (5) The sum of **\$85,999.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner (SART/SANE), to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner (SART/SANE) - *Other Expenses*.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**LAURIE BURNS,  
CLERK OF THE BOARD**

**RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION WITH ASSOCIATED TITLES FOR NON-UNION EMPLOYEES FOR THE YEAR 2019**

**WHEREAS**, pursuant to N.J.S.A. 40A:9-10 the Board of Chosen Freeholders of the County shall fix the amount of salary, wages or other compensation to be paid to County employees; and

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

**WHEREAS**, the results of the consideration and research as to compensation for non-union personnel for the year 2019, are set forth in the schedule(s) attached to this resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the salary ranges and compensation for County non-union personnel, and, the compensation scales for associated titles *as set forth on the schedules attached hereto and incorporated herein*, be and are hereby approved; and, that the designated County employees shall be compensated accordingly for the year 2019; and

**BE IT FURTHER RESOLVED** that if during the course of the year 2019 any personnel are promoted or such salaries or compensation shall be modified, then all such promotions and/or modifications shall be accomplished consistent with all applicable laws, rules and regulations, including applicable statutes, civil service regulations and the County Administrative Code, and shall be accomplished by the appointing authority consistent with applicable County procedures.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**LAURIE J. BURNS**  
**CLERK OF THE BOARD**

## DEPARTMENT HEADS

Level I	\$ 73,243, - \$107,911
Level II	\$ 91,160 - \$146,678
Level III	\$109,086 - \$244,218
Administration	\$153,161 - \$232,905

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## DEPARTMENT HEADS

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

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Director, Veteran's Affairs

Level I

Emergency Management Coordinator

Level III

Emergency Response Coordinator

Level III

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## **DEPUTY DEPARTMENT HEADS**

\$62,011 - \$135,452

## **MANAGEMENT STAFF**

Level I	\$30.75 - \$ 97,444 per hour
Level II	\$74,897 - \$127,158
Level III	\$91,370 - \$123,622

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## **DEPUTY DEPARTMENT HEADS**

Assistant County Treasurer, Financial Administration

Assistant Director, Buildings and Grounds

Assistant Director, Emergency Response

Deputy County Medical Examiner

Deputy County Tax Assessor

Deputy Director of Welfare Services

Director, Workforce Investment Board

Supervisor, Veteran's Interment

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## MANAGEMENT STAFF

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

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**MANAGEMENT STAFF** (continued)

Director of Fire Services	Level III
Director of Public Safety	Level III
Division Head	Level III
Equal Opportunity Officer/Affirmative Action	Level I
Executive Assistant	Level II
Fire Marshall	Level I
Health Officer	Level III
Senior Program Development Specialist, Community Service	Level II

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## NON-UNION PERSONNEL

Alternate, Construction Board of Appeals	\$ 3,867
Chairman, Construction Board of Appeals	\$ 3,867
Clerk 1	\$22,640 - \$ 66,375
Confidential Assistant	\$28,870 - \$ 85,455
Freeholder Aide	\$41,518 - \$ 79,148
Judge	\$10,000 - \$ 70,000
Keyboarding Clerk 2	\$53,612 - \$ 73,512
Keyboarding Clerk 3	\$65,361 - \$ 85,361
Medical Director	\$48,741 - \$ 68,741
Member, Construction Board of Appeals	\$ 3,867
Payroll Supervisor	\$58,612 - \$ 89,612
Principal Account Clerk	\$55,941 - \$ 75,941
Principal Payroll Clerk	\$47,727 - \$ 67,727
Seasonal Employee	\$8.85 per hour – \$35.00 per hour
Secretary, Construction Board of Appeals	\$ 3,973 - \$ 5,973
Secretary, Planning Board	\$ 5,850 - \$ 7,850
Senior Payroll Clerk Typing	\$46,319 - \$ 66,319
Student Assistant, PT (hourly)	\$8.85 - \$15.00
Wage and Hour, PT	\$22,212 - \$44,262

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## ROW OFFICERS

<b>County Clerk</b>	\$143,321 \$ 2,857
Deputy County Clerk	\$109,582*
*The annual compensation of the deputy county clerk shall not exceed ¾ of the annual compensation of the county clerk	
Chief of Staff	\$ 80,237 - \$100,237
Data Processing Programmer	\$ 84,767 - \$104,767
<b>Sheriff</b>	\$143,321
Undersheriff	\$101,831 - \$129,485
Chief Warrant Officer	\$ 74,649 - \$ 94,649
Investigator, Sheriff	\$ 46,676 – \$ 97,325
Aide	\$ 57,158 - \$ 77,158
Warden	\$125,828 - \$145,828
<b>Surrogate</b>	\$143,321
Deputy Surrogate	\$100,175 - \$120,175

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## **BOARD OF ELECTIONS**

Chairperson, Board of Elections	\$15,000
Secretary/Board of Elections	\$15,000
Commissioner, Board of Elections	\$10,000
Clerk 1	\$22,640 - \$ 44,978
Principal Clerk/Deputy Registrar	\$30,000 - \$ 74,995

## **SUPERINTENDENT OF ELECTIONS**

Clerk 1	\$22,640 - \$ 44,978
Clerk 1 part time	\$10.00 per hour – \$20.00 per hour
Clerk 2	\$34,249 - \$54,249
Clerk 3	\$45,399 - \$68,875
Data Processing Programmer	\$82,909 - \$102,909
Director of Election Operations	\$99,363 - \$119,363
Investigator, Board of Elections	\$42,200 - \$ 90,438
Superintendent of Elections	\$97,625 - \$117,625

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**RESOLUTION AUTHORIZING AND APPROVING THE  
BILL LISTS FOR THE MONTH OF MARCH 2019**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending March 15, 2019; and

**WHEREAS**, the County Division of Social Services ("Division") has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division's Finance Officer and Director, and thereafter reviewed and approved by the County Treasurer for the monthly period ending March 15, 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the County's bill list for the period ending March 15 2019, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of Chosen Freeholders, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' bill list for the period ending March 15, 2019, which includes ratification of prior emergency payments made, as prepared, reviewed and approved by the Division's Finance Officer and Director, and the County Treasurer, is hereby approved, and the Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2019 TO MARCH 26, 2020 IN AN AMOUNT NOT TO EXCEED \$55,000.00**

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

**WHEREAS**, the existing security access control equipment was installed in 2006 by ADT Security Systems, Inc. (thereafter known as Tyco Integrated Security, LLC) and now known as Johnson Controls Security Solutions, LLC of 7852 Browning Road, Pennsauken, NJ 08109-4642; and

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

**WHEREAS**, maintenance shall also be included for eight EMS Station locations, specifically: (1) 1267 Hessian/National Park; (2) 637 N. Broad/Woodbury; (3) 794 Grove/West Deptford; (4) 1672 Coles Mill/Franklinville; (5) 1200 N. Delsea/Clayton; (6) 32 E. Broad/Paulsboro; (7) 49 Coontown/Logan; and (8) 113 Catawba/Newfield; and

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

**WHEREAS**, the contract is for estimated units of service and is open-ended, which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Johnson Controls Security Solutions, LLC for maintenance of the County security access control system at various facilities as referenced hereinabove, from March 27, 2019 to March 26, 2020 in an amount not to exceed \$55,000.00; 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 County Treasurer certifying that sufficient funds are available at that time for that particular purchase or service and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
JOHNSON CONTROLS SECURITY SOLUTIONS, LLC**

**THIS CONTRACT** is made effective the 27<sup>th</sup> day of **March, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOHNSON CONTROLS SECURITY SOLUTIONS, LLC** with offices at 7852 Browning Road, Pennsauken, NJ 08109-4642, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has a need for maintenance for the door-lock entry systems previously installed in 2006 by ADT Security Systems, Inc., (hereafter known as Tyco Integrated Security, LLC), for specified County buildings and facilities referred to below:

**At 15 County facilities**, specifically: (1) Shady Lane complex; (2) Administration Building; (3) Prosecutor's/Corrections; (4) Vehicle Car Wash; (5) I.T./Clayton Annex; (6) Emergency Response/911; (7) Animal Shelter; (8) Govt. Services/ Engineering/Planning; (9) Budd Boulevard; (10) Social Services; (11) Board of Elections; (12) Five-Points Building; (13) Holly Building/Health; (14) Highway Div./Mantua Yard Bldg.; and, (15) Pitman Golf Course; and

**At eight EMS Station locations**, specifically: (1) 1267 Hessian/National Park; (2) 637 N. Broad/Woodbury; (3) 794 Grove/West Deptford; (4) 1672 Coles Mill/Franklinville; (5) 1200 N. Delsea/Clayton; (6) 32 E. Broad/Paulsboro; (7) 49 Coontown/Logan; and (8) 113 Catawba/Newfield; and

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

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

## TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one (1) year from March 27, 2019 to March 26, 2020.

2. **COMPENSATION.** This contract shall be for an amount not to exceed \$55,000.00.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF PARTIES.** Contractor shall provide a maintenance program for all door-lock entry systems for the specified County building/facilities and EMS Stations as referred to herein. The specific equipment and duties shall also be as set forth in Contractor's Scope of Work/Schedule of Protection and the Commercial Sales Agreements dated March 8, 2019 and March 12, 2019, respectively.

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

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

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

C. The Contractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the

labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor 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.

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

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

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

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

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

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

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

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

non conveniens.

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Scope of Work/Schedule of Protection and Commercial Sales Agreements dated March 8, 2019 and March 12, 2019. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

**THIS CONTRACT** is effective as of the **20<sup>h</sup>** day of **March, 2019**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**JOHNSON CONTROLS SECURITY  
SOLUTIONS, LLC**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**



COMMERCIAL SALES AGREEMENT

TOWN NO. 0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-4JFU3K

DATE: 3/8/2019

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (727) 481-2201

Gloucester County
d/b/a: ("Customer")
Customer Billing Information
2 South Broad St.,
Woodbury, NJ 08096
Attn: David Brice
Tele. No.

Customer Premises Served
2 South Broad Street,
Woodbury, NJ 08096
Attn:
Tele. No. (856) 853-3374

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE \_\_\_\_\_

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_
(Signature of Customer's Authorized Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**COMMERCIAL SALES AGREEMENT**

TOWN NO.  
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-4JFZU3K

**SCOPE OF WORK / SCHEDULE OF PROTECTION**

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	<b>No Service Selected</b>
Video Surveillance Services:	<b>No Service Selected</b>
Managed Access Control Services:	<b>No Service Selected</b>
Video Equipment:	<b>No Service Selected</b>
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:	<b>Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED</b>
Additional Services:	<b>Access Control</b>

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	All site addresses for GC below INCLUDED	
1	Acct.#021-26415: Admin Bldg 2 S. Broad St/1 S. Broad St 08696 ***MAIN****	
1	Acct.#021-28984: Mantua Hwy 45 Lenapede Ave Mantua NJ 08051	
1	Acct.#021-28978: Vehicle Car Wash 1200 North Delsea Drive Clayton, NJ 08312	
1	Acct.#021-28929: Gov. Service/Eng/Plan Bldg 1200 North Delsea Drive Clayton, NJ 08312	
1	Acct.#021-28750: IT Bldg 1200 North Delsea Drive Clayton, NJ 08312	
1	Acct.#021-28360: Shady Lane Complex 256 County House Road Clarksboro NJ 08020	
1	Acct.#021-28265: Prosecutors/Corrections Bldg 24 Hunter St. Woodbury NJ 08696	
1	Acct.#021-30533: Swedesboro 141 Glen Echo Road Swedesboro NJ 08085	
1	Acct.#021-28209: Pitman Golf Course 501 Pitman Road Sewell NJ 08080	
1	Acct.#021-26964: Board of Elections 550 Grove Road West Deptford NJ 08086	
1	Acct.#021-26810: Bud Bldg 115 Budd Blvd Woodbury, NJ 08096	
1	Acct.#021-26808: Board of Social Service Bldg 400 Hollydell Dr. Sewell NJ 08080	
1	Acct.#021-26413: 911 Bldg 1200 North Delsea Drive Clayton, NJ 08312	
1	Acct.#021-26412: Holly Bldg/Health Dept 204 East Holly Ave Sewell, NJ 08080	
1	Acct.#021-26411: 5-Points/VA Bldg 211 County House Road Sewell NJ 08080	
1	Acct.#021-28264:Animal Shelter 1200 North Delsea Drive Clayton, NJ 08312	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	<b>\$0.00</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$0.00</b>
Installation Deposit Amount:	<b>\$0.00</b>

2. **Annual Service Charge:**

Annual Service Charge Amount:	<b>\$40,000.00</b>
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COMMERCIAL SALES AGREEMENT

TOWN NO. 0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-4JG460N

DATE: 3/12/2019

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (727) 481-2201

Gloucester County
d/b/a: ("Customer")
Customer Billing Information
2 South Broad Street,
Woodbury, NJ 08096
Attn:
Tele. No.

Customer Premises Served
2 South Broad Street,
Woodbury, NJ 08096
Attn:
Tele. No. (856) 853-3374

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE \_\_\_\_\_

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_
(Signature of Customer's Authorized Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): \_\_\_\_\_

(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**COMMERCIAL SALES AGREEMENT**

TOWN NO.  
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-4JG460N

**SCOPE OF WORK / SCHEDULE OF PROTECTION**

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	<b>No Service Selected</b>
Video Surveillance Services:	<b>No Service Selected</b>
Managed Access Control Services:	<b>No Service Selected</b>
Video Equipment:	<b>No Service Selected</b>
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:	<b>Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED</b>
Additional Services:	<b>Access Control</b>

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Maintenance and service \$6,400 to cover all 8 sites below	
1	All site addresses for GC below INCLUDED	
1	Acc# 102132018 83-5 Newfield EMS 113 Catawba Ave. Newfield, NJ 08344	
1	Acc# 102131908 83-4 Franklinville EMS 1672 Coles Mill Road Franklinville, NJ 08322	
1	Acc# 102131907 83-1 Woodbury EMS 637 North Broad Street Woodbury, NJ 08096	
1	Acc# 102131913 82-8 Clayton EMS 1200 North Delsea Drive Clayton, NJ 08312	
1	Acc# 102131906 82-5 Hessian EMS 1267 Hessian Ave. West Deptford, NJ 08086	
1	Acc# 102126964 82-4 Grove Road EMS 794 Grove Road West Deptford, NJ 08086	
1	Acc# 102132031 82-3 Paulsboro EMS 32 East Broad Street Paulsboro, NJ 08066	
1	Acc# 102132017 82-1 Logan Twp. EMS 49 Coontown Road Logan Twp., NJ 08085	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	<b>\$0.00</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$0.00</b>
Installation Deposit Amount:	<b>\$0.00</b>

2. **Annual Service Charge:**

Annual Service Charge Amount:	<b>\$6,400.00</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$6,400.00</b>

\* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

**RESOLUTION EXTENDING THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2019 TO MARCH 20, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00**

**WHEREAS**, by Resolution adopted on April 6, 2016, the County of Gloucester authorized a contract with Wayman Fire Protection, Inc. for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-016-012, from March 21, 2019 to March 20, 2020, with the option to extend the contract for one (1) two-year period or two (2) one-year periods at an amount not to exceed \$50,000.00 per year; and

**WHEREAS**, by Resolution adopted on March 28, 2018, the County exercised the option to extend the contract for a period of one (1) year from March 21, 2018 to March 20, 2019, and now wishes to extend the contract for the final one (1) year extension, from March 21, 2019 to March 20, 2020 in an amount not to exceed \$50,000.00; and

**WHEREAS**, the contract is for estimated units of service and is open-ended, which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County hereby exercises the option to extend the contract with Wayman Fire Protection, Inc., for a final one-year period from March 21, 2019 to March 20, 2020, in an amount not to exceed \$50,000.00 for services as set forth in PD-016-012; 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 County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-6

**RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI,  
FROM APRIL 2, 2019 TO APRIL 1, 2020, IN AN AMOUNT NOT TO EXCEED  
\$25,000.00**

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

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

**WHEREAS**, the County requested proposals, via RFP# 19-026, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Steven W. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, made the only fully responsive proposal and most advantageous proposal, in an amount not to exceed \$25,000.00; and

**WHEREAS**, the contract shall be for estimated units of service, from April 2, 2019 to April 1, 2020, pursuant to the proposals submitted by the Vendor; therefore, the contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2019 is conditioned upon the approval of the 2020 Gloucester County Budget; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized to execute and the Clerk of the Board attest to the contract with Steven W. Bartelt, MAI for appraisal services, from April 2, 2019 to April 1, 2020, in an amount not to exceed \$25,000.00; and

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 20, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

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

**THIS CONTRACT** is made effective this 20<sup>th</sup> day of March, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STEVEN W. BARTELT, MAI**, (a New Jersey Sole Proprietorship) with a mailing address of P.O. Box 8169, Turnersville, New Jersey 08080, hereinafter referred to as "**Vendor**".

**RECITALS**

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

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

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

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

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

**TERMS OF AGREEMENT**

1. — **TERM**. The term of the contract shall be for the period of one year, from April 2, 2019 to April 1, 2020.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated February 20, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal RFP# 19-026. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$25,000.00. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the County is not obligated to spend that amount.

It is agreed and understood that this is an open-ended contract, thereby requiring the

County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #19-026, and Vendor's responsive proposal dated February 20, 2019 which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #19-026.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Request For Proposal, RFP #19-026, which is specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as

provided herein, the Vendor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this

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

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

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

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

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

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

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

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

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

Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP #19-026 and Vendor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 20<sup>th</sup> day of March, 2019.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**WITNESS:**

\_\_\_\_\_  
**STEVEN W. BARTELT, MAI**

\_\_\_\_\_  
**STEVEN W. BARTELT, MAI  
OWNER**

# STEVEN W BARTELT, MAI

REAL ESTATE APPRAISAL CONSULTANTS

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PO Box 8169  
Turnersville, NJ 08080

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

20 February 2019

Ms Kimberly Larter, QPA  
Gloucester County Purchasing Department  
County Administration Building  
2 South Broad Street  
Woodbury, New Jersey 08096

**ORIGINAL**

RE: Request for Proposal/Pool of Appraisers/Defense of County Assessments  
RFP# 19-026 - County of Gloucester

Dear Mr Mercanti:

Please find attached my response to the above captioned RFP, #19-026. A table of contents immediately follows this introductory letter.

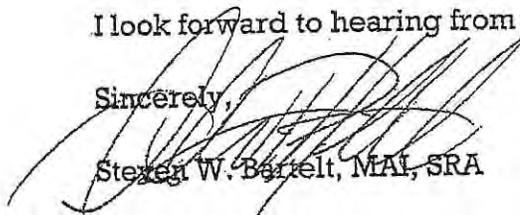
I have been engaged in the full time practice of real property appraisal for more than 37 years. In the past 27+/- years my activity has been largely concentrated in eminent domain, tax appeal and public projects (Green Acres, NJ DOT, Farmland Preservation, County Engineering, and other projects for Burlington, Cumberland, Gloucester & Camden Counties). I am a MAI, SRA, AI-GRS member of the Appraisal Institute and a NJ State General Certified Real Estate Appraiser, license #42RG00011400.

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

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

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

Sincerely,



Steven W. Bartelt, MAI, SRA

**SECTION I - PROPOSED FEE STRUCTURE**

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

**ESTIMATED AVERAGE COSTS/APPRaisal FEES**

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

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

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

Other applicable fees:

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

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

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

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

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS**

**WHEREAS**, the Plaintiff, American Stores c/o Supervalu v. City of Woodbury, Docket Numbers 005871-2017, 003916-2018, represented by Bruce J. Stavitsky, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 53, Lot 2; and

**WHEREAS**, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

**WHEREAS**, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

**WHEREAS**, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

**Block 53, Lot 2, American Stores c/o Supervalu v. City of Woodbury:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2017	\$5,625,000	Withdraw
2018	\$5,625,000	\$5,300,000
2019	\$5,625,000	\$5,200,000

**BE IT FURTHER RESOLVED**, that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth above.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 20, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie J. Burns, Clerk of the Board**

Eric M. Campo, Esquire  
 Attorney Identification No.: 026721998  
 COUNSEL TO GLOUCESTER COUNTY OFFICE OF ASSESSMENT  
 1200 North Delsea Drive – Building A  
 Clayton, New Jersey 08312  
 (856) 307-6425; Fax (856)307-6447

		TAX COURT OF NEW JERSEY COUNTY OF GLOUCESTER
AMERICAN STORES c/o SUPER VALU,		
Plaintiff,		Docket No. 005871-2017 003916-2018
v.		<i>Civil Action</i>
WOODBURY,		Honorable Kathi F. Fiamingo, J.T.C.
Defendant.		<b>STIPULATION OF SETTLEMENT</b>

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

<b>Block</b> 53	<b>Lot</b> 2	<b>Unit Qualifier</b>
<b>Street Address</b> 631 Mantua Avenue		<b>Year</b> 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$3,590,800</u>	N/A	WITHDRAW
Improvements	<u>\$2,034,200</u>		
Total	<u>\$5,625,000</u>		

<b>Block</b> 53	<b>Lot</b> 2	<b>Unit Qualifier</b>
<b>Street Address</b> 631 Mantua Avenue		<b>Year</b> 2018

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	<u>\$3,590,800</u>	N/A	<u>\$3,680,000</u>
Improvements	<u>\$2,034,200</u>		<u>\$1,620,000</u>
Total	<u>\$5,625,000</u>		<u>\$5,300,000</u>

2. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. Plaintiff agrees to sign a separate Stipulation of Settlement, under Gloucester County Appeal No. 22-1900020L, for tax year 2019, as submitted to the Gloucester County Board of Taxation. The parties agree that the terms of that assessment shall be as follows:

<b>Block</b> 53	<b>Lot</b> 2	<b>Unit Qualifier</b>
<b>Street Address</b> 631 Mantua Avenue		<b>Year</b> 2019

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	<u>\$3,680,000</u>	N/A	<u>\$3,680,000</u>
Improvements	<u>\$1,945,000</u>		<u>\$1,520,000</u>
Total	<u>\$5,625,000</u>		<u>\$5,200,000</u>

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

5. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
7. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
8. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

STAVITSKY & ASSOCIATES

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRUCE J. STAVITSKY, ESQUIRE  
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
ERIC M. CAMPO, ESQUIRE  
Attorney for Office of Assessment

Dated: \_\_\_\_\_

\_\_\_\_\_  
A CRAIG BLACK  
County Tax Assessor

Woodbury

Bl. 53 L 2	Year	Assessment	Judgment Withdraw	Difference	County Taxes	Total Taxes	
	2017	4,000,000		0	0	0	
	2018	5,625,000	5,300,000	325,000	2,220	15,165	
	2019	5,625,000	5,200,000	425,000	2,903	19,831	***

\*\*\* Based on 2018 Tax Rate

**RESOLUTION AUTHORIZING A CONTRACT WITH PITMAN ANIMAL HOSPITAL, LLC, FROM APRIL 1, 2019 TO MARCH 31, 2020, IN AN AMOUNT NOT TO EXCEED \$42,000.00**

**WHEREAS**, there exists a need for the County to contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services; and

**WHEREAS**, the County has requested proposals for the aforementioned services via RFP #19-027 from interested providers and has evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, such evaluation, based on the established criteria, concluded that Pitman Animal Hospital, LLC, located at 654 N. Delsea Drive, Pitman, New Jersey 08071, be awarded a contract for services as per RFP #19-027, from April 1, 2019 to March 31, 2020; and

**WHEREAS**, the contract shall include an annual fee of \$16,800.00, payable to Vendor at \$1,400.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed \$25,200.00 for the contract period, as prescribed in Vendor's response to RFP# 19-027, dated February 8, 2019; and

**WHEREAS**, the Treasurer has certified availability of funds in the amount of \$4,200.00 for consulting fees payable monthly for April, May, and June, 2019, pursuant to CAF-19-01875, which amount shall be charged against budget line item 9-01-27-340-001-20269; with the balance of consulting service fees under the contract to be encumbered and payable upon adoption of the 2019 and 2020 Gloucester County Budget; and

**WHEREAS**, such contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to a contract with Pitman Animal Hospital, LLC for Veterinarian of Record services, emergency care and other services as set forth in RFP #19-027 from April 1, 2019 to March 31, 2020, in an amount not to exceed \$42,000.00; and

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019, 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  
PITMAN ANIMAL HOSPITAL, LLC**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **April, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**," and **PITMAN ANIMAL HOSPITAL, LLC** with offices located at 645 N. Delsea Drive, Pitman, New Jersey 08071, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for Veterinarian of Record Services for its Animal Shelter, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services, in compliance with RFP #19-027; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective from April 1, 2019 to March 31, 2020.
2. **COMPENSATION**. Vendor shall receive an annual fee of \$16,800.00, payable at \$1,400.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed \$25,200.00 for the contract period, as prescribed in Vendor's response to RFP #19-027, dated February 8, 2019.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #19-027 document, and Vendor's responsive proposal dated February 8, 2019, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #19-027.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP #19-027, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
  12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the County or infringe on the rights of the public.
  13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
  14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
  15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
  16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
  17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
  18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
  19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is
-

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

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP #19-027 and Vendor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**PITMAN ANIMAL HOSPITAL, LLC**

\_\_\_\_\_  
**DR. ROBERT W. HARRIS, OWNER**

**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.** 19-01875

Pg 1

**SHIP TO**  
 GLOUC. CO ANIMAL SHELTER  
 1200 N. DELSEA DRIVE, BLDG C  
 CLAYTON, NJ 08312  
 856-881-2828

**VENDOR**  
 PITMAN ANIMAL HOSP-EMERGENCY  
 654 N. DELSEA DR.  
 PITMAN, NJ 08071-1232  
 VENDOR #: PITMA030

ORDER DATE: 03/06/19  
 REQUISITION NO: R9-16561  
 DELIVERY DATE:  
 STATE CONTRACT: RFP-19-027  
 ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00/MO	CONSULTATION FEES FOR MEDICAL CONCERNS AT THE ANIMAL SHELTER AS PER RFP-19-027 AT \$1,400.00 PER MONTH FOR AN ANNUAL FEE OF \$16,800.00  CONSULTATION SERVICES COVERING APRIL, MAY & JUNE  PASSED BY RESOLUTION 3/20/19 CONTRACT TERM 4/1/19 - 3/31/20	9-01-27-340-001-20269 Veterinary Services	1,400.0000	4,200.00
			TOTAL	4,200.00

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

**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  
*Ronald [Signature]*  
 QUALIFIED PURCHASING AGENT

**THIS COPY SIGN AT X AND RETURN FOR PAYMENT**

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# PITMAN ANIMAL HOSPITAL

654 N. DELSEA DRIVE, PITMAN, NJ 08071

P: (856) 582-7500 F: (856) 589-5607

Robert W. Harris, V.M.D.

Joshua Erde, V.M.D.

Sabra Olsen, D.V.M.

Kelly Giffear, V.M.D.

Dana Fite, V.M.D.

Andrea Shinn, D.V.M.

Genevieve LaFerriere, D.V.M.

Geraldine Kaufman, D.V.M. Diplomat, ACVIM SA Internal Medicine

February 8, 2019

Proposal for providing consulting services for medical concerns at the Gloucester County Animal Shelter.

- A) The name of the proposer, and principal place of business where services will be provided is Robert W. Harris, VMD, principle owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established almost 32 years ago (April, 1987) and over the past ten years has had an average of 38 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.
  - Local boarding kennels—
  - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
  - Sandy Hill Kennel, Deptford, NJ 856-468-5060
  - Karma Kennel, Clayton, NJ 856-881-2109
  - Halo House Kennel, Franklinville, NJ 856-694-0980Over forty years experience in small animal medicine and surgery.
- E) Robert W. Harris and Pitman Animal Hospital shall provide all services outlined in the request for proposal for consulting veterinarian by:
  - 1) Providing on-site visits to the shelter once each month.
  - 2) Providing telephone consultations Monday through Friday 8:00am to 8:00pm and Saturday 8:00am to 12:00pm
  - 3) Providing training to shelter staff.
  - 4) Providing consultation for animals that are presented by the shelter to Pitman Animal Hospital.
  - 5) Providing New Jersey State Veterinary license number for purposes of ordering prescription medication and maintaining kennel license.
  - 6) In the event that the Animal Shelter facility at 1200 N. Delsea Drive, Clayton becomes inoperable due to an internal or local catastrophic event, a Veterinarian from this office will respond to the designated site to oversee the administration of first aid and perform necessary euthanasia.
  - 7) In the event that Animal Control has to remove a large amount of animals due to a cruelty situation or any other event where CART Team has been deployed in Gloucester County, these animals shall be examined by Vet of record.

- F) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
- G) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- H) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- I) Attached please find Affirmative Action Statement, Non-Collusion Affidavit, copy of licenses for all Doctors on staff, Owner Disclosure Statement, copy of Business Registration Statement and copy of Certificate of Liability Insurance.
- J) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- K) All services will be performed within the United States.

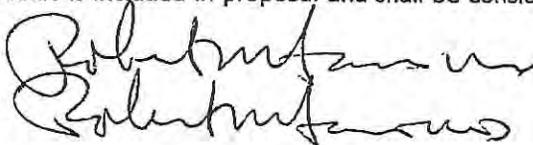
Veterinarian of Record

Monthly retainer fee	\$1400.00 per month
Hourly rate	No charge (included in monthly fee)
Fee for standard services	Based on Pitman Animal Hospital schedule of fees (included in proposal)

Fee for examination of animals impounded because of a cruelty situation or any other even where CART Team has been deployed in Gloucester County, shall be \$42.00 per animal plus costs of medications for treatment.

Monthly retainer fee includes all services described in scope of work excluding fee for "care and treatment of impounded (shelter owner) animals."

Care and treatment of impounded animals shall be based on Pitman Animal Hospital schedule of fees. Fee for examination of impounded animals shall be included in monthly retainer fee. Copy of Pitman Animal Hospital fee schedule is included in proposal and shall be considered proprietary.



Robert W. Harris, V.M.D.

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# PITMAN ANIMAL HOSPITAL

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February 8, 2019

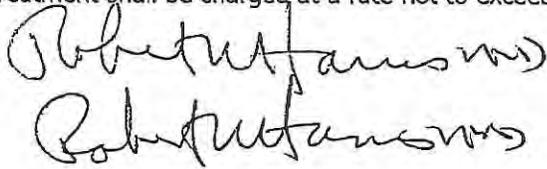
Proposal for providing Emergency Veterinary Services during normal business hours.

- A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established almost 32 years ago (April, 1987) and over the past ten years has had an average of 38 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Gloucester County Animal Shelter.
  - Local boarding kennels—
  - Woof Daycare & Boarding, Mantua, NJ 856-553-6871
  - Sandy Hill Kennel, Deptford, NJ 856-468-5060
  - Karma Kennel, Clayton, NJ 856-881-2109
  - Halo House Kennel, Franklinville, NJ 856-694-0980Over forty years experience in small animal medicine and surgery.
- E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for emergency veterinary services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 8:00pm Monday through Friday and Saturdays from 8:00am to 12:00pm. Services provided shall be based on the Stabilization Protocol established by the Gloucester County Shelter.
- F) When a treated animal is medically fit, Pitman Animal Hospital will notify the County to transport the animal to the shelter. If it is necessary to hold the animal at the hospital for continued medical treatment, the Veterinarian will confirm this with the Shelter Director.
- G) In the event that the owner of an animal is located and the patient is still located at Pitman Animal Hospital, the hospital will be responsible to collect payment directly from the owner. The County will not be responsible for unpaid charges.
- H) Euthanasia of injured animals will be decided by the attending Veterinarian. The attending Veterinarian may consult with the Shelter Director or ACO as to the probability of an owner being identified. Ultimately, the decision to the best course of action with respect to the humane treatment of the animal shall rest with the Veterinarian. The County will be responsible for the disposal of euthanized animals.
- I) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.

- J) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- K) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- L) See attached (Affirmative Action Statement)
- M) See attached (Non-Collusion Affidavit)
- N) See attached (Owner Disclosure Statement)
- O) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- P) See attached (Business Registration Statement)
- Q) All services will be performed within the United States.

Cost Proposal

Each animal presented for emergency treatment shall be charged at a rate not to exceed \$82.00 per examination/stabilization.



Robert W. Harris, VMD

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# PITMAN ANIMAL HOSPITAL

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February 8, 2019

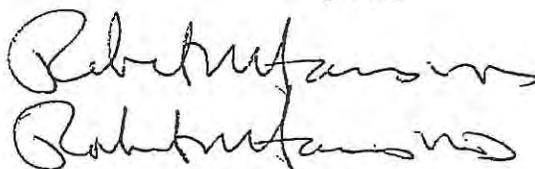
Proposal for providing Spay, Neuter, Rabies Services during normal business hours.

- A) The name of the proposer and principal place of business where services will be provided is Robert W. Harris, VMD, principal owner of Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ.
- B) Pitman Animal Hospital was established almost 32 years ago (April, 1987) and over the past ten years has had an average of 38 employees.
- C) Robert W. Harris, VMD, graduated from University of Pennsylvania School of Veterinary Medicine in 1977. He has been in small animal practice for over thirty years. Dr. Harris has been a member of the Gloucester County Shelter Advisory Committee since 1989. He has served as the veterinary consultant to the county shelter since 2002.
- D) Over the past twenty years, services of the types being proposed were provided at Pitman Animal Hospital.
  - Local boarding kennels—
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  - Karma Kennel, Clayton, NJ 856-881-2109
  - Halo House Kennel, Franklinville, NJ 856-694-0980Over forty years experience in small animal medicine and surgery.
- E) Robert W. Harris, VMD, and Pitman Animal Hospital shall provide all services stated in the request for proposal for Spay, Neuter and Rabies vaccination services. Services will be provided at Pitman Animal Hospital, 654 North Delsea Drive, Pitman, NJ. Services shall be provided from 8:00am to 4:00pm Monday through Friday. Veterinarian will be responsible for the insertion of a microchip while the animal is under anesthesia. All chips and documentation will be supplied by the Animal Shelter and will accompany each animal delivered for surgery.
- F) See attached copies of Doctor's licenses.
- G) Pitman Animal Hospital has Worker's Compensation and Employee's Liability Insurance in accordance with New Jersey law.
- H) Pitman Animal Hospital, and Robert W. Harris, VMD, and all employees have not been disbarred, suspended or otherwise prohibited from professional practice.
- I) Pitman Animal Hospital is located on Delsea Drive, Pitman. It is approximately 4 miles from the Gloucester County Shelter and centrally located within the county. Robert W. Harris will be available for any meetings or training at the County's facility.
- J) See attached (Affirmative Action Statement)
- K) See attached (Non-Collusion Affidavit)

- L) See attached (Owner Disclosure Statement)
- M) Robert W. Harris will comply with general terms and conditions and enter into the county's standard Professional Services Contract.
- N) All services will be performed within the United States.
- O) See Attached (Business Registration Statement)

Cost Proposal

Female Canine Alter:	
w/Rabies, DHLPP, HWA, Microchip insertion	\$268.00
Male Canine Alter:	
w/Rabies, DHLPP, HWA, Microchip insertion	\$246.00
Female Feline Alter:	
w/Rabies, FVRCP, FeLV test, Microchip insertion	\$221.00
Male Feline Alter:	
w/Rabies, FVRCP, FeLV test, microchip insertion	\$204.00
 Rabies Vaccine	 \$ 25.00



Robert W. Harris, VMD

B-2

**RESOLUTION APPROVING THE GLOUCESTER COUNTY SURROGATE COURT FIVE YEAR PLAN**

**WHEREAS**, as a County Constitutional Officer, the Surrogate is charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare, and submit a five-year plan for the use of the Document Trust Fund Monies to the Gloucester County Board of Chosen Freeholders; and

**WHEREAS**, Legislature mandated management controls for planning and budgeting to the trust fund process requiring each Constitutional Officer to submit to the Board of Chosen Freeholders "for approval", a five-year capital plan; and

**WHEREAS**, the Gloucester County Surrogate, as a Constitutional Office, is responsible for the probate and administration of estates, adoptions and the custody and investments of funds of minors; and

**WHEREAS**, these fees are surcharges mandated by the Legislature, paid for the processing filing or recording of various documents in the office; and

**WHEREAS**, the revenues are to be expended solely for improving and modernizing the recording and other functions of the Surrogate's Office; and

**WHEREAS**, the surcharges collected are in addition to the increased fees and revenues paid to the County under the above law; and

**WHEREAS**, for the year 2019, it is anticipated that the total surcharge fees collected will be approximately and thereafter it is anticipated that the fee will be as follows:

- 2019 - \$30,400.00
- 2020 - \$30,500.00
- 2021 - \$30,600.00
- 2022 - \$30,700.00
- 2023 - \$30,800.00

**WHEREAS**, it is projected that over the five year period of expenditure, the collected fees for the trust fund with interest will be; and

**WHEREAS**, the Surrogate has reviewed these collections and projections with the County Finance Office, who has concurred in these amounts and projections; and

**WHEREAS**, after conducting reviews, assessments, inspections, and comparisons of concepts and alternatives, the monies will be applied to upgrading technological equipment within the Surrogate's Office to increase efficiency and modernize the office by doing so.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Surrogate Court Five Year Plan as prepared and kept on file by the Gloucester County Surrogate and which shall be a part of this resolution as if set forth herein is hereby adopted for the year 2019 through 2023.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**ATTEST:**

**COUNTY OF GLOUCESTER**

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

**ROBERT M. DAMMINGER, DIRECTOR**



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GLOUCESTER COUNTY  
SURROGATE COURT  
FIVE YEAR PLAN  
1/1/2019 - 12/31/2023

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Submitted by Surrogate Giuseppe Chila  
March 6, 2019



GLOUCESTER COUNTY SURROGATE COURT  
17 North Broad Street Woodbury N.J 08096

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The office of the Gloucester County Surrogate is responsible for the probate and administration of estates, adoptions, guardianships, and is the custodian of funds for minors.

As a County Constitutional Officer, I am charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare, and submit to the Board of Chosen Freeholders a five-year plan for the use of Document Trust Fund Fees.

These fees are surcharges mandated by the New Jersey Legislature collected by the Surrogate's office for the processing, filing or recording various documents in the Constitutional Office. The revenues collected are to be expended solely for improving and modernizing the records retention process and other modernization of the office. These surcharges collected are in addition to the standardized fees paid to the County under the above law.

Based on past office trends I anticipate the following fees to be generated during the duration of the five-year plan into the Improvement Account:

2019 -- \$30,400    2020 -- \$30,500    2021 -- \$30,600    2022 -- \$30,700    2023 -- \$30,800

It is thus projected that over the next five years this office is anticipating collection of \$153,000 of Trust Account fees plus interest.

After conducting inventory of equipment and assessing the needs of the Surrogate Court I offer the following items for the Board of Chosen Freeholder's consideration to be included in the five-year plan:

- 1) Implementation of a process to input old vital records into the Application Extender Program. Currently, our electronic data base has files from 1997 to present. Adding files currently housed in our basement to our data base will protect these vital records and eliminate our Probate Clerks manual search in the basement.
- 2) Additional electronic combination scanning printers. Printing of documents is essential to the operation of this office. As electronic equipment ages replacements will be made.
- 3) We will consider the upgrade of the high output main copier with a new color model to allow for in house publication of brochures for the public outreach initiatives.
- 4) Develop an online search engine to allow citizens to access names and docket numbers of issued estates. In 2019 our staff performed over 500 estate searches. Each search was requested in writing and a fee was paid by the requester. Our office will investigate the on-line search programs that are used in other county Surrogate Courts and determine if it would be beneficial for this Court. This may require coordination with the IT department and County Treasurers office.

- 5) Replace outdated microfiche equipment as needed. This equipment is used on a daily basis by our staff and outside estate Searchers who frequent the Surrogate Court. Our microfiche files date from 1900-2004 and are an important element of our records system.
- 6) Replace other outdated electronic equipment components as needed. In addition to printers and scanners other electronic equipment will be replaced as needed. This includes electronic hole punch machines, electronic staplers and lamination machines.
- 7) We will continue to upgrade and modernize this Court's web site and have important information readily available to the public in the form of print media.

During my five-year term I will continue to pursue additional improvements in the Surrogate Court. However, these goals will not meet the criteria or the rules of the use of the Surrogates Trust Fund. I look forward to working with the Board of Chosen Freeholders in achieving the ultimate goal of providing a great service to the citizens of Gloucester County in the Surrogate Court.

Pursuant to the state statute, this five-year plan is subject to the discretionary actions of the Surrogate to offer changes or amendments. An amended plan or supplemented plan may be considered if the needs of the Surrogate Court change during this five-year plan. Any amendment to the plan would be submitted to the Board of Chosen Freeholders for consideration.

**RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH JC MAGEE SECURITY SOLUTIONS FROM APRIL 6, 2019 TO APRIL 5, 2021 FOR AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR**

**WHEREAS**, a Contract for the supply of locking hardware and locksmith services was awarded to JC Magee Security Solutions, with offices at 1113 N. Broad Street, Woodbury, NJ 08096 as per PD-17-008; 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 \$50,000.00 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 the right to extend the Contract with JC Magee Security Solutions for the two-year period from April 6, 2019 to April 5, 2021, as per PD-17-008, in an amount not to exceed \$50,000.00 per year, and that the County's Qualified 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 regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

		PD 017-008 Bid Opening 2/28/2017 10:00am		
<p style="text-align: center;"><b>SPECIFICATIONS FOR SUPPLYING LOCKING HARDWARE AND LOCKSMITH SERVICES AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC &amp; 16GLCP</b></p>				
		<p><b>VENDOR:</b>                  JC Magee Security Solutions                  1113 N. Broad st.                  Woodbury, NJ 08096                  John C. Magee - Pres.                  856 845-3434                  856 845-3024 FAX</p>		
<b>ITEM</b>	<b>DESCRIPTION</b>			
1	Locksmith service performed during regular hours		\$93.00	
2	Locksmith services performed during overtime hours and emergency service		\$93.00	
3	Discount from retail price for locking hardware and parts		26%	
	Variations: (if any)		NONE	
<p><b>THIS A (2) TWO YEAR CONTRACT WITH 1 (2) YEAR EXTENSION OR 2 (1) YEAR EXTENSIONS.</b></p>				
Will you extend your prices to local government entities within the County			YES	
Bid specifications sent to:		Independent Hardware Bidnet Top Security Locksmiths Pyramid Lock & Safe	Prime Vendor Craftmaster Hardware ISQFT	
<p>Based upon the bids received, I recommend JC Magee Security Solutions be awarded the contract as the lowest responsive, responsible bidder.</p>				
			Sincerely,	
			Kimberly Larter	
			Purchasing	

**RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC.  
FROM MARCH 21, 2019 TO MARCH 20, 2020 IN AN AMOUNT NOT  
TO EXCEED \$127,737.00**

**WHEREAS**, the County of Gloucester advertised for bids for roofing materials and equipment for the roof repair to the Gloucester County Communications Center per PD-019-014, which were received and opened in public on March 5, 2019; and

**WHEREAS**, after following proper bidding procedure it was determined that Patriot Roofing, Inc. of 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041 was the lowest responsive and responsible bidder in an amount not to exceed \$127,737.00, from March 21, 2019 to March 20, 2020; and

**WHEREAS**, the contract is for estimated units of service in an amount not to exceed \$127,737.00 and is open-ended, which does not obligate the County of Gloucester to make any purchase or use any service, however CAF #19-01930 has been obtained and certified by the County Treasurer to encumber funds in the amount of \$82,370.00 which shall be charged against budget line item # C-04-17-018-310-18270 and the amount of \$45,367.00 which shall be charged against budget line item # C-04-18-018-310-18270.

**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 Patriot Roofing, Inc. for roofing materials and equipment for roof repair to the Gloucester County Communications Center per PD-019-014, in an amount not to exceed \$127,737.00 for the period March 21, 2019 to March 20, 2020; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 20, 2019 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 \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 S. Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PATRIOT ROOFING, INC.**, with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for roofing materials and equipment required for the roof repair to the County Emergency Services Building, as set forth in **PD 19-014**; and

**WHEREAS**, Contractor represents that it is qualified to perform such 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 (1) year period from March 21, 2019 to March 20, 2020.
2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 19-014, in an amount not to exceed \$127,737.00.

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

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

3. **DUTIES OF CONTRACTOR.** Contractor shall supply and deliver roofing material and equipment required for the roof repair to the County Emergency Services Building in Clayton, NJ, per bid specifications found at PD-19-014, for the period from March 21, 2019 to March 20, 2020.

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. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 19-014, 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, Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the Contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the Contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this Contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each

person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

18. **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 any other entity having jurisdiction

pertaining to the performance of Contractor's services.

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

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

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

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

23. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-014 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**LAURIE J. BURNS**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**PATRIOT ROOFING, INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**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

19-01930

**NO.**

ORDER DATE: 03/08/19  
 REQUISITION NO: R9-16573  
 DELIVERY DATE:  
 STATE CONTRACT: PD-19-014  
 ACCOUNT NUM:

Pg

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GLOUC. CO BUILDINGS & GROUNDS  
 SHADY LANE COMPLEX (251-6700)  
 254 COUNTY HOUSE ROAD  
 CLARKSBORO, NJ 08020

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VENDOR #: PATRI160

PATRIOT ROOFING, INC  
 2083 JACSONVILLE-JOBSTOWN RD  
 JOBSTOWN, NJ 08041

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	FOR THE SUPPLY AND DELIVERY OF ROOFING MATERIAL AND EQUIPMENT FOR THE REPAIR OF THE 911 BUILDING LOCATED IN CLAYTON, NJ AS PER PD-19-014	C-04-17-018-310-18270 Clayton Communications New Roof	82,370.0000	82,370.00
1.00	REMAINDER OF PAYMENT 911 CLAYTON SUPPLY OF MATERIAL AND EQUIPMENT REPAIR OF ROOF	C-04-18-018-310-18270 Clayton Communications New Roof	45,367.0000	45,367.00
			TOTAL	127,737.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any 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.  <b>X</b> VENDOR SIGN HERE _____ DATE _____  TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	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.	<b>DO NOT ACCEPT THIS ORDER                      UNLESS IT IS SIGNED BELOW</b>  _____ TREASURER / CFO  _____ QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD _____ DATE _____	

PD 019-014 Bid Opening 03/05/2019 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF ROOFING MATERIAL AND EQUIPMENT FOR THE COUNTY OF GLOUCESTER ROOF REPAIR TO THE 911 BUILDING LOCATED IN CLAYTON, NJ						
ITEM	DESCRIPTION	Unit	Quantity	Price		
1	2.6" 4x8 insulation	SQ	354	\$ 31,860.00		
2	Crickel Tapered Quote	LS	1	\$ 2,000.00		
3	Tapered Edge 1.5" - 0"	Bundle	4	\$ 220.00		
4	7" # 12 Fasteners	Box	20	\$ 2,684.00		
5	8" #12 Fasteners	Box	1	\$ 179.00		
6	10" #12 Fasteners	Box	1	\$ 407.00		
7	12" #12 Fasteners	Box	1	\$ 460.00		
8	3" Insulation Plates	Box	10	\$ 968.00		
9	2" Seam Plates	Box	6	\$ 534.00		
10	RUSS Strip / RPF Strip	Roll	16	\$ 2,960.00		
11	LVOC Bonding Adhesive	Pail	75	\$ 10,575.00		
12	LVOC Taper Primer	Pail	16	\$ 4,080.00		
13	.060 Black EPDM 3" Tape	Roll	24	\$ 16,560.00		
14	3" Seam Tape	Roll	14	\$ 1,120.00		
15	Pitch Pockets	Each	24	\$ 840.00		
16	Pourable Sealer Two Part	Each	8	\$ 448.00		
17	Corners	Each	200	\$ 1,160.00		
18	T Joint Covers	Each	100	\$ 350.00		
19	6" / 5" Quick Seam Flashing	Roll	6	\$ 1,320.00		
20	9" Quick seam flashing	Roll	8	\$ 1,488.00		
21	12" Quick Seam Flashing	Roll	2	\$ 530.00		
22	Pipe Boot Flashing	Each	10	\$ 320.00		
23	Lap Sealant	Box	4	\$ 756.00		
24	Water Block	Box	2	\$ 220.00		
25	Termination Bar	Tube	1	\$ 350.00		
26	Zamac Nail Ins 1 1/2"	Box	1	\$ 88.00		
27	Walk Pads	Each	100	\$ 2,500.00		
28	Retro Fit Drains	Each	10	\$ 3,000.00		
29	Mill Finish Stainless Steel Flat Stock	Per	4	\$ 340.00		
30	2x6x10 Wood Blocking	Pc	120	\$ 1,440.00		
31	Copings .050	LF	670	\$ 11,390.00		
32	Expansion Joint	LF	300	\$ 4,200.00		
33	Thru wall Scuppers	Per	10	\$ 1,750.00		
34	Downspouts	10'	8	\$ 960.00		
35	Collection Box	Per	4	\$ 700.00		
36	22 gauge 16'2" x 3' B Deck (5% of project allowance)	Per	15	\$ 990.00		
37	Wood Screws 3"	Box	1	\$ 90.00		
38	20 Year Warranty	LS	1	\$ 3,000.00		
39	Permits	LS	1	\$ 500.00		

**VENDOR:**  
 Patriot Roofing, Inc.  
 2083 Jacksonville-Jobstown Rd  
 Jobstown, NJ 08041  
 Daniel Reilly, V.P.  
 609-723-6688  
 609-723-6867

	<b>Equipment</b>					
40	Dumpsters (Rock)	Per	3	\$	2,400.00	
41	Dumpsters (Trash)	Per	15	\$	12,000.00	
	<b>Grand Total</b>			\$	127,737.00	
	Variations: (if any)		NONE			
	Will you extend your prices to local government entities within the County		NO			
	Bid specifications sent to:	Construct Connect Bidnet Prime Vendor	Visual Info Media Onvia The Blue Book	US Lumber DDS, Inc. All American Poly		
	Based upon the bids received, I recommend Patriot Roofing, Inc., be awarded the contract as the lowest, responsive, responsible bidder.					
		Sincerely,				
		Kimberly Larter, QPA				

**RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC., FROM MARCH 1, 2019 TO FEBRUARY 28, 2020 FOR \$117,500.00**

**WHEREAS**, the County of Gloucester's has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at Gloucester County Department of Correctional Services; and

**WHEREAS**, the County of Gloucester has recommended that said services be provided by William R. Carey & Company, Inc., with offices at 140 West Allendale Avenue, Allendale, NJ 07401; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received and the services related to this contract is an exception to the Local Public Contracts Law, as described and provided in N.J.S.A. 40A:11-5(1)(m); and

**WHEREAS**, this contract has been awarded pursuant to the terms and provisions of N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, the County Treasurer has certified the availability of funds in the amount of \$58,750.00, for payment of the first installment, pursuant to CAF #19-01876, which amount shall be immediately charged against budget line item 9-01-23-210-001-20299, with the remaining balance to be encumbered upon approval of the 2019 Gloucester County Budget.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute a contract with William R. Carey & Company, Inc., for specialized broker services in an amount of \$117,500.00 from March 1, 2019 to February 28, 2020.

**BE IT FURTHER RESOLVED** that upon adoption of the final 2019 County budget, a Certificate of Availability of Funds shall be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase or service and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 20, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
WILLIAM R. CAREY & COMPANY, INC.**

**THIS CONTRACT** is made effective the \_\_\_\_ day of \_\_\_\_\_ 2019, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **William R. Carey & Company, Inc.**, with offices located at 140 West Allendale Avenue, Allendale, NJ 07401, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for specialized broker services in the placement of individual and aggregate excess loss medical coverage for the inmates at the Gloucester County Department of Correctional Services.

**WHEREAS**, this contract has been awarded pursuant to the terms and provisions of N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of contract; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received and the services related to this contract is an exception to the Local Public Contracts Law, as described and provided in N.J.S.A. 40A:11-5(1)(m).

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing March 1, 2019 and concluding February 28, 2020.
2. **COMPENSATION.** Contractor shall be compensated in an amount of \$117,500.00.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Contractor shall be as set forth in Attachment "A" which is incorporated and made part of this contract together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

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

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

12. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then 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.

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

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

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

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. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of Contractor's Quote. If there is a conflict between this Contract and the specification, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**WILLIAM R. CAREY & COMPANY,  
INC.**

\_\_\_\_\_  
**MICHAEL J. CAREY,  
PRESIDENT**



By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: WILLIAM R CAREY + CO INC  
Signed: [Signature] Title: PRESIDENT  
Print Name: MICHAEL J CAREY Date: 3/15/19

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

**N.J.S.A. 19:44A-20.26** Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

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## PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

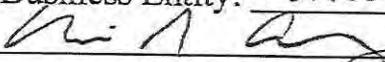
N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: WILLIAM R CAREY + CO INC.  
Signed:  Title: PRESIDENT  
Print Name: MICHAEL J CAREY Date: 3/15/19

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

### **19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business**

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

### **19:44A-20.8. Duty to report contributions**

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

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## PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

### **19:44A-20.9. Repayment of contribution**

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

### **19:44A-20.10. Violation of act by business entity; penalty**

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

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## ATTACHMENT "A"

QUOTE ONLY

**TYPE:** SPECIFIC AND AGGREGATE MEDICAL EXCESS OF LOSS

**ASSURED:** Gloucester County Jail

**ADDRESS:** 2 South Broad Street, Woodbury, NJ 08096, U.S.A.

**PERIOD:** From: 1<sup>st</sup> March, 2019  
To: 28<sup>th</sup> February, 2020

Both days inclusive at Local Standard Time at the address of the Assured.

**INTEREST:** Reimbursement of Medical Expenses paid in respect of inmates at both in and out of network.

**SUM INSURED:**  
**A) SPECIFIC:** USD 940,000 any one person in Excess of USD 60,000 deductible any person,  
**B) AGGREGATE:** USD 1,000,000 for the location in excess of 100% of attachment factor or USD 600,000 whichever the greater. Attachment factor US\$ 6.5 per inmate per day

**SITUATION:** U.S.A and/or territories and possessions.

**CONDITIONS:** Coverage is in respect of Inmates only, as per Self-Funded Medical and Hospitalisation Benefit. (Specific and Aggregate Excess) insurance wording attached.

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

- Burlington County - Managed by AmeriHealth
- Camden County - Self Insured with discounts
- Middlesex County - Managed by CFG Health Services
- Cumberland County - Managed by Corizon.
- Essex County Jail - Managed by CFG Health Services
- Mercer County Prison - Managed by CFG Health Services
- Salem County Correctional Facility - Managed by AmeriHealth
- Community Education Center
- "Bo" Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organisations.



**CONDITIONS  
CONTINUED:**

Burlington County - Managed by AmeriHealth  
Camden County - Self Insured with discounts  
Middlesex County - Managed by CFG Health Services  
Cumberland County - Managed by Corizon.

Including female inmates whilst housed at the following locations and any medical treatment managed by the named organisations.

Camden County - Self Insured with discounts  
Salem County - Managed by AmeriHealth.  
Cumberland County - Managed by Corizon.

Costs incurred during the period of insurance and invoiced and advised to Underwriters during the period of insurance or the six months immediately thereafter.

Sanction Limitation and Exclusion Clause as attached.

**Change of Contractors**

In the event of a change in contractor named above and assuming a replacement contractor is appointed, Underwriters will maintain cover as is for 30 days as they review the new contractor. After the 30 days, new terms will be offered, and client will have an opportunity to cancel prorate if they do not accept the new terms, unless claims have occurred.

**Profit Commission**

There shall be allowed to the Assured a Profit Commission amounting to 32.50% of the Gross Premium paid by the Assured less 45% and less the amount of claims paid and/or outstanding. The Profit Commission will be payable only if coverage is renewed with William R. Carey & Co., Inc. At the close of the period of Insurance the Assured shall produce a statement detailing the above.

In the event of the statement showing claim(s) paid or outstanding and a Profit Commission not being allowable, such claim(s) shall be brought into the year end statement(s) for the ensuing Period(s) of Insurance but not beyond the Statement for the third annual Period of Insurance beyond which the claim(s) occurred.

In the event of a claim, or claims, being settled after a Profit Commission has been paid in respect of the Period of Insurance to which such claim or claims, attach, the Profit Commission shall be immediately adjusted and any additional Profit Commission paid to the Assured, or any amount due to the Underwriters repaid, as applicable.

**NOTICES:**

**EXPRESS  
WARRANTIES:**

None.

**CONDITIONS  
PRECEDENT:**

None, other than may appear in the standard attached policy wording .

None, other than may appear in the standard attached policy wording .

6.UW

**SUBJECTIVITIES:** None.

**CHOICE OF LAW & JURISDICTION:** This insurance shall be governed by and construed in accordance with the laws of the state of New Jersey.

SERVICE OF SUIT CLAUSE (U.S.A.) as per ITEM 7 of the attached wording

**PREMIUM:** **Specific and Aggregate Premium - MINIMUM AND DEPOSIT**

USD 117,500.00

Adjustable at expiry at the rate USO 1.34 per inmate, per day payable as an additional premium.

**PREMIUM PAYMENT TERMS:** Payable USD 58,750 at inception and USD 58,750 on 1<sup>st</sup> May, 2019, as Additional Premium.

**TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS:** None

**TAXES PAYABLE BY INSURERS AND ADMINISTERED BY ASSURED OR THEIR AGENT:** None applicable

**RECORDING, TRANSMITTING AND STORING INFORMATION:** Where Tysers maintains risk and claim data / information / documents, Tysers may store data / information / documents electronically.

**INSURER**

**CONTRACT**

**DOCUMENTATION:** This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract provisions set out in this contract, shall form the evidence of such change.

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SCHEDULE

SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE

- ITEM 1: ASSURED - Gloucester County Jail
- ITEM 2: ADDRESS - 2 South Broad Street, Woodbury, NJ  
08096, U.S.A.
- ITEM 3: PERIOD - From: 1st March, 2019  
To: 28<sup>th</sup> February, 2020  
Both days inclusive at Local Standard Time at the address of the Assured.
- ITEM 4: RETENTION BY ASSURED - A) SPECIFIC:  
Per Person: USD 60,000  
B) AGGREGATE  
Either 100% of Attachment Factor or USD 600,000 whichever the greater.
- ITEM 5: LIMIT- A) SPECIFIC:  
USD 940,000 any one person in Excess of USD 60,000 deductible any one person.  
B) AGGREGATE:  
USD 1,000,000 for the location in excess of 100% of attachment factor or USD 600,000 whichever the greater. Attachment factor USD 6.5 per inmate per day
- ITEM 6: MAXIMUM BENEFIT ANY ONE COVERED INMATE - A) USD 940,000 during the Period of Insurance
- ITEM 7: ATTACHMENT FACTOR - B) USD 6.5 per inmate per day
- ITEM 8: MINIMUM AND DEPOSIT PREMIUM -

USD 58,750 at inception and USD 58,750 on 1<sup>st</sup> May 2019, as Additional Premium.

- ITEM 9: ADJUSTABLE PREMIUM RATES PER INMATE PER DAY -

1.34

Final adjustment calculation due to underwriters 1st September 2020.

ITEM 10: CLAIMS ADMINISTRATOR -

Including Gloucester inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

- Burlington County - Managed by AmeriHealth
- Camden County - Self Insured with discounts
- Middlesex County - Managed by CFG Health Services
- Cumberland County - Managed by Corizon.
- Salem County Correctional Facility- Managed by AmeriHealth
- Essex County Jail- Managed by CFG Health Services
- Mercer County Prison - Managed by CFG Health Service Community Education Center
- "Bo" Robinson Assessment and Treatment Center

Including juvenile inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

- Burlington County - Managed by AmeriHealth
- Camden County - Self Insured with discounts
- Middlesex County - Managed by CFG Health Services
- Cumberland County - Managed by Corizon.

Including female inmates whilst housed at the following locations and any medical treatment managed by the named organizations.

- Camden County - Self Insured with discounts
- Salem County - Managed by AmeriHealth.
- Cumberland County- Managed by Corizon.

ITEM 11: Order Hereon 100% of 100%

ITEM 12: PERSONS UPON WHOM SERVICE OF PROCESS MAY BE SERVED -

Mendes & Mount  
750 Seventh Avenue,  
New York, NY 10019-6829  
U.S.A

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**SELF FUNDED AND MEDICAL HOSPITALISATION BENEFIT (SPECIFIC AND AGGREGATE EXCESS) INSURANCE****INSURING CLAUSE:**

In consideration of the premium being paid Underwriters agree, in accordance with and subject to the terms, conditions, warranties and exclusions contained herein, to reimburse the Assured named in item 1 of the schedule hereof for that portion of Eligible Medical Expenses claims in accordance with the terms and provisions of the Assured's Self-Funded Medical and Hospitalisation plan (herein after referred to as "the Program") which are incurred, as defined herein, by Covered Inmates, as defined herein, during the Period of Insurance, as specified in Item 3 of the Schedule, and invoiced, as defined herein, during the Period of Insurance, or the 6 months immediately thereafter, which exceed the Retention by the Assured specified in item 4 of the Schedule, up to but not exceeding the Limit of Underwriters' Liability specified in item 5 of the schedule. Final adjustment at 1st September 2020.

**I. SPECIFIC EXCESS OF LOSS**

Underwriters agree to reimburse the Assured in respect of any one covered inmate for incurred Claims paid by the Assured in respect of such covered inmate during the Period of Insurance which exceed the Retention by Assured specified in item 4 (a) of the Schedule, up to, but not exceeding, the Limit of Underwriters' Liability specified in item 5 (a) of the Schedule.

**II. AGGREGATE EXCESS LOSS**

Underwriters agree to reimburse the Assured for incurred Claims paid by the Assured during the Period of Insurance, less any amounts paid in respect of any one covered Inmate in excess of the amount specified in item 4 (a) of the schedule which exceed the Retention by the Assured specified in Item 4 (b) of the Schedule, up to, but not exceeding the Limit of Underwriters Liability specified in Item 5 (b) of the Schedule.

**DEFINITIONS:**

**INCURRED:** A claim is incurred on the date a medical service is rendered or supply is purchased by or on behalf of a Covered Inmate.

**INVOICED:** A claim is invoiced on the date the medical supplier issues its invoice.

**PAID:** A claim is paid on the date the Assured issues its payable check, provided such check is promptly transmitted to the payee and is paid upon presentment.

**COVERED**

**INMATE:** A Covered Inmate is an inmate who is over the age of 18 who is under the direct supervision, custody and control of the Assured.

**EXCLUSIONS:**

The following shall be excluded and shall not apply to the satisfaction of the Retention by Assured or any claim hereunder:

- a. Any and all charges which are not specifically included as Eligible Medical Expenses claims in the Program.
- b. Any and all charges which are specifically excluded in the Program.
- c. Any and all charges which are Incurred prior to or subsequent to the Period of Insurance.

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- d. Any and all charges which are invoiced after 6 months immediately following the Period of Insurance and have not been previously advised to Underwriters hereunder.
- e. Any and all charges which are incurred after the covered Inmate has been released from the custody and control of the Assured.
- f. Any and all charges which the Assured is not legally obligated to pay.
- g. Any and all charges arising out of or caused by or contributed to or in consequence of War, Hostilities (whether war be declared or not), Invasion or Civil War.
- h. Any and all charges which are recoverable from, or attributable to, any other medical or hospitalisation benefit plan or insurance.
- i. Any and all charges arising from injuries or illness arising out of or in the course of any occupation or employment for wage or profit or for which the covered person is entitled to benefits under any Workers Compensation or Occupational Disease law, but this exclusion does not apply to injuries or illness arising from prison supervised work details.
- j. Any and all costs for treatment carried out in any prison facility.
- k. Any payment of, or on account of, punitive or exemplary damages.

**CONDITIONS PRECEDENT:**

The following are conditions precedent to Underwriters liability under this Insurance:

**1. PREMIUM:**

- A) Payment - The Assured shall pay to Underwriters the Deposit Premium on the Due Date(s) and in the amount specified in Item 8 of the Schedule. The Actual Premium payable by the Assured is to be calculated at the Adjustable Premium Rate specified in Item 9 of the Schedule. If, as of the expiration of this Insurance the actual Premium so calculated exceeds the Deposit Premium paid by the Assured, the Assured will remit the difference to Underwriters on or before the Due Date(s) of Adjustment specified in Item 9 of the Schedule. If, as of the expiration of this insurance, the Deposit Premium paid by the Assured exceeds the actual Premium due, Underwriters will promptly refund the difference to the Assured; however, in no event shall the actual Premium be less than the Minimum Premium specified in Item 8 of the Schedule.
- B) Overdue instalment - In consideration of the concession by Underwriters that the Premium for this Insurance may be paid in instalments and/or may be adjustable as detailed herein, it is hereby agreed by the Assured that in the event of the failure by the Assured or their authorised representative to pay any such Premium instalment or such additional Premium which may be due in accordance with the premium adjustment provisions herein within 30 days of the due date then this Insurance may be cancelled by the Underwriters as at the due date of said delinquent Premium instalment or additional Premium as the case may be, in accordance with the provisions of **General Conditions 4 - Cancellation of Insurance**

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**2. ADMINISTRATION OF CLAIMS:**

Payments of Eligible Medical Expense claims shall be administered by the person or persons designated as claims Administrator in Item 10 of the schedule. Costs of the services so provided shall be borne by the Assured.

The Assured shall appoint the Claims Administrator designated in Item 10 of the Schedule to:

- a. Supervise the administration and adjustment of all claims and verify their validity accuracy and computation; and
- b. Maintain accurate records of all claim payments; and
- c. Submit reports to Underwriters, within 90 days of the close of the a) third calendar quarter and b) within 150 days of forth calendar quarter giving details of.
  1. The total claims paid during the respective periods;
  2. The total number of Covered Inmates during each month;
  3. All claims where the total aggregate sum paid in respect of the Covered Inmate exceeds 100.00% of the Retention by the Assured. Details must include the name or unique identifying Inmate number of the Covered Inmate, the date such person became a Covered Inmate the date of the accident or the date illness first manifested itself, the nature of the injury or illness and the estimated likely total cost of the claim

The Assured shall be responsible at their own cost and expense for the investigations, settlements or defence of any claims made or suit brought or proceedings instituted against the Assured.

Underwriters, at their own election and expense, shall have the right to participate with the Assured in the defence or appeal of any action, suit or proceedings as a result of which they may in their sole judgement, become liable for payment under this Insurance.

**3. NOTIFICATION OF CLAIMS:**

The Assured shall notify the Claims Administrator named in Item 10 of the Schedule prior to the transfer of any Covered Inmate to any Hospital. In the case of an emergency, where prior notification is not practical or possible, the Assured shall provide notification within 48 hours of the transfer or any Covered Inmate.

It is understood and agreed that the Assured hereby waives any rights to recovery from Underwriters for any reimbursement of any payment otherwise recoverable from them where notification to the Claims Administrator has not been tendered within the stated agreed time frame.

**GENERAL CONDITIONS****1. LOSS PAYMENTS**

In the event of any reimbursement being claimed under this insurance:

- a. The Assured shall submit full details of the incurred Eligible Medical Expenses which have resulted in reimbursement being claimed hereunder to Underwriters for their agreement. Further, the Assured shall co-operate in every reasonable respect with the Underwriters and the Claims Administrator in the adjustment and computation of any claim for reimbursement made against Underwriters.
- b. The Underwriters shall reimburse the Assured promptly for such valid amounts due.

**2. SUBROGATION**

The Assured undertakes to co-operate with Underwriters in the prosecution of any and all valid claims that they may have against third parties arising out of any occurrence which results or may result in a loss payment by the Assured or Underwriters and to account for any amounts recovered on the basis that Underwriters shall be entitled to recover first in full any sums paid by them before the Assured shares in any amount so recovered.

Should the Assured fail to prosecute any valid claims against third parties and Underwriters hereupon become liable to make payments to the Assured under the terms and conditions of this insurance then Underwriters shall be subrogated to all rights of the Assured. Any amount recovered by Underwriters shall be used to pay the expenses of collection and reimbursement of Underwriters for any amount that they may have paid or become liable to pay to the Assured. Any remaining amounts shall be paid to the Assured.

**3. OTHER INSURANCE**

Underwriters shall not reimburse the Assured if, at the time of payment of any claim, there is other insurance which would, or would but for the existence of this insurance, reimburse the Assured or the covered inmate except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

**4. CANCELLATION OF INSURANCE**

It is understood that, in addition to any cancellation pursuant to Conditions Precedent 1.8, this insurance may be cancelled by Underwriters in the event that the Assured is in breach of any other Warranty or condition, by giving 30 days written notice of such cancellation to the Assured or their authorised representative. If this insurance is cancelled it is agreed that:

- a) The effective date of cancellation shall then automatically become the new effective expiry date of the Period of Insurance.
- b) The Sums specified under Item 4 (Retention by Assured) and Item 5 (Limit of Underwriters' Liability) remains as specified.
- c) The Assured shall pay to Underwriters any Deposit Premium or Premium instalment due but not paid at the effective date of cancellation.

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**5. INSPECTION AND AUDIT**

Underwriters or their duly authorised representatives shall be permitted at all reasonable times during usual business hours during the Period of Insurance and up to two years after the termination of this Insurance, to examine and audit the books and/or records of the Assured and the Claims Administrator so far as they relate to this insurance and Underwriters' Liability and Premium.

**6. ASSIGNMENT CHANGE OF WAIVER**

No assignment of the Assured's interests hereunder shall be binding on Underwriters. The terms of this insurance shall not be waived or changed except by the express written agreement of Underwriters.

**7. SERVICE OF SUIT**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such a suit may be made upon the person specified in Item 12 of the Schedule, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 750 Seventh Avenue, New York, NY 10019-6829, USA and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above mentioned are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United State which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designated the above-named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

**8. MISREPRESENTATION**

This insurance shall provide no indemnity if the Assured makes any misstatement or concealment or commits fraud, either in the application which forms a part of this policy or in relation to any statement, warranty or declaration made by the Assured or their authorised representative, whether in writing or otherwise to Underwriters or their representatives, or in connection with the making of any claim hereunder.



**9. INSOLVENCY**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Assured or the Claims Administrator shall not impose upon Underwriters any liability other than the liability in excess of the amount of the Retention by the Assured specified in Item 4 of the amount of the Retention by the Assured specified in Item 4 of the Schedule and not greater than the Limit of Underwriters' Liability specified in Item 5 of the Schedule

**10. INTERMEDIARIES CLAUSE**

William R. Carey & Co., Inc., 140 West Allendale Avenue, Allendale NJ 07401 are recognised as the Brokers negotiating this insurance through whom all transactions and communications between the parties hereto shall be transmitted.

**11. ERRORS AND OMISSIONS CLAUSE**

It is hereby declared and agreed that any inadvertent delays, omissions or errors made in connection with this insurance shall not be held to relieve either of the parties hereto from any liability which would have attached to them hereunder if such delay, omissions or error had not been made, provided rectification be made upon discovery, and it is further agreed that in all things coming within the scope of this insurance the insurers shall share to the extent of their interest the fortunes of the Assured.

**12. ARBITRATION CLAUSE (LLOYD'S)**

If any dispute shall arise between the Assured and the insurers with reference to the interpretation of this insurance or the rights with respect to any transaction involved, the dispute shall be referred to two Arbitrators, one to be chosen by each party and such Arbitrators shall first choose an Umpire. If they are unable to agree upon an Umpire, they shall appeal to the Chairman of the Committee of Lloyd's to nominate him and in the event of the said Arbitrators not agreeing, the decision of the said Umpire shall be final and binding upon all parties. The Arbitrators and the Umpire shall interpret this insurance as an honourable engagement and they shall make their award with a view to affecting the general purpose of this insurance in a reasonable manner rather than in accordance with a literal interpretation of the language. Said Arbitration shall take place in London and the costs thereof shall be in the discretion of the Court of Arbitration.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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**SECURITY DETAILS**

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**INSURER'S****LIABILITY:** LMA3333 - Reinsurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.



**ORDER  
HEREON:** 100% of 100%

**BASIS OF  
WRITTEN LINES:** Percentage of Whole

**SIGNING  
PROVISIONS:** In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)Assured and all (re)insurers whose lines are to be varied. The variation to the contracts will taken effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.
- c) in respect of late orders once the placement is completed, in the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.
- d) Signed Lines will be advised to Insurers/Reinsurers within 30 days of inception (or within 30 days of placement completion in respect of late orders or incomplete placements) this will be done as a delinked submission to Xchanging Ins-Sure Services or by e-mail or closing advice if Non-Bureaux.





**County of Gloucester Purchasing Department**

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

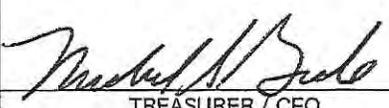
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	19-01876

<b>SHIP TO</b>	GLOUC. CO TREASURER'S OFFICE 2 S. BROAD ST., 3RD FLOOR WOODBURY, NJ 08096 856-853-3353
	VENDOR # : WILLI190
<b>VENDOR</b>	WILLIAM R. CAREY & CO. INC. 140 WEST ALLENDALE AVENUE ALLENDALE, NJ 07401

ORDER DATE: 03/06/19  
REQUISITION NO: R9-16529  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INMATE MEDICAL INSURANCE EFFECTIVE MARCH 1, 2019-2020 PER POLICY PROVISIONS INCLUDED IN WILLIAM R. CAREY & CO., INC FIRST INSTALLMENT	9-01-23-210-001-20299 Insurance - Corrections	58,750.0000	58,750.00
			TOTAL	58,750.00

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

**RESOLUTION AUTHORIZING TRAINING AND INSTRUCTION BY THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC. d/b/a THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT FOR A TOTAL AMOUNT OF \$35,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems it necessary to provide periodic training and education to County law enforcement personnel, to be held at the Gloucester County Police Academy; and

**WHEREAS**, it has been determined that the County Prosecutor’s Office can purchase educational training services as per N. J.S.A. 40A:11-5(1)(Q), from the University of North Florida Training and Services Institute, Inc. d/b/a The Institute of Police Technology and Management of 12000 Alumni Drive, Jacksonville, FL 32224; and

**WHEREAS**, the fees and costs for instructor services and training materials will be \$17,500.00 for course one (1) “Advanced Analysis of Drivers’ Responses” from April 29, 2019 to May 3, 2019, and, \$17,500.00 for course two (2) “Traffic Crash Reconstruction Update” from June 17, 2019 to June 21, 2019; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF Nos. 19-01624 and 19-01625, which amount(s) shall be charged against budget line item G-02-19-247-000-20217.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the purchase of educational services for training and instruction by the University of North Florida Training and Services Institute, Inc. d/b/a The Institute of Police Technology and Management as set forth hereinabove, shall be authorized from April 29, 2019 to June 21, 2019 for a total amount of \$35,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



**Institute of Police Technology and Management**  
University of North Florida  
Jacksonville, Florida

**AGREEMENT**

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Gloucester County Prosecutor's Office, Woodbury, New Jersey,

**FOR**

Providing professional, technical and other services needed in conducting a forty (40) hour training course entitled "*Advanced Analysis of Drivers' Responses*" for a maximum of thirty (30) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Sewell:

1. One instructional program in "*Advanced Analysis of Drivers' Responses*"
2. To commence on April 29, 2019 and conclude on May 3, 2019.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.



**Institute of Police Technology and Management**  
University of North Florida  
Jacksonville, Florida

The Gloucester County Prosecutor's Office agrees to pay a total sum of seventeen thousand five hundred dollars (\$17,500) to the Institute of Police Technology and Management for conducting this course for a maximum of thirty (30) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Gloucester County Prosecutor's Office will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with monitor
3. LCD-PowerPoint projector

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University regulation 1.0050R Sexual Misconduct, are incorporated herein.

This contractual agreement agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Gloucester County Prosecutor's Office

\_\_\_\_\_  
Shari Shuman, President  
The University of North Florida Training and  
Service Institute  
1 UNF Drive  
Jacksonville, Florida 32224-2645

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Cameron Pucci, Director  
Institute of Police Technology and Management  
12000 Alumni Drive

**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.** 19-01624

ORDER DATE: 02/26/19  
REQUISITION NO: R9-16338  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

Pg 1

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GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

**V  
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VENDOR #. INST0018

INST.OF POLICE TECHN.& MGMT.  
UNIV.OF NORTH FLORIDA  
12000 ALUMNI DRIVE  
JACKSONVILLE, FL 32224-2678

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Instructor Fees For Traffic Crash Reconstruction Update Course Held For Law Enforcement Personnel at Gloucester County Police Academy on 6/17/19 - 6/21/19  ***Original Paperwork to Prosecutor Office***	G-02-19-247-000-20217 Professional Services	17,500.0000	17,500.00
			TOTAL	17,500.00

CLAIMANT'S CERTIFICATE & 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 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><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></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><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p>TREASURER / CFO <i>[Signature]</i> QUALIFIED PURCHASING AGENT</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**County of Gloucester Purchasing Department**

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

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 19-01625

ORDER DATE: 02/26/19  
REQUISITION NO: R9-16337  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

Pg 1 **S H I P T O**  
GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

VENDOR #. INST0018

**V E N D O R**  
INST.OF POLICE TECHN.& MGMT.  
UNIV.OF NORTH FLORIDA  
12000 ALUMNI DRIVE  
JACKSONVILLE, FL 32224-2678

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Instructor Fees For Advanced Analysis of Drivers' Responses Course Held For Law Enforcement Personnel at Gloucester County Police Academy on 4/29/19 - 5/3/19  ***Original Paperwork to Prosecutor Office***	G-02-19-247-000-20217 Professional Services	17,500.0000	17,500.00
			TOTAL	17,500.00

CLAIMANT'S CERTIFICATE & 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 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><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></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><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p>TREASURER / CFO <i>Ronney [Signature]</i> QUALIFIED PURCHASING AGENT</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION TO AUTHORIZE A REVISION TO THE APPLICATION AND TO ACCEPT GRANT FUNDS FOR THE SEXUAL ASSAULT RESPONSE TEAM/ FORENSIC NURSE EXAMINERS GRANT IN THE AMOUNT OF \$85,999.00 FOR THE GRANT PERIOD OCTOBER 1, 2018 TO SEPTEMBER 30, 2019**

**WHEREAS**, by Resolution adopted November 7, 2018, the Gloucester County Board of Chosen Freeholders authorized an application to NJ Office of Victim Witness Advocacy by the County Prosecutor’s Office for the Sexual Assault Response Team/Forensic Nurse Examiners Grant VS-32-17, for the amount of \$85,999.00 with an in-kind match of \$21,500.00 for a total grant program amount of \$107,499.00 for the grant term October 1, 2018 to September 30, 2019; and

**WHEREAS**, the granting authority has awarded the \$85,999.00 grant to the County and has requested the grant application be revised to reflect an in-kind match of \$90,882.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts the grant funds awarded in the amount of \$85,999.00 and acknowledges revision to the grant application to reflect an in-kind match of \$90,882.00, and for a total grant program amount of \$176,881.00 for the grant term October 1, 2018 to September 30, 2019; and

**BE IT FURTHER RESOLVED** that the County of Gloucester shall comply with all applicable regulations of the granting authority including the provision of any necessary additional assurances as may be required, and that the County Prosecutor’s Office shall be responsible for grant implementation.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



**County of Gloucester**

***RESOLUTION TO AUTHORIZE A REVISION TO THE APPLICATION AND TO  
ACCEPT GRANT FUNDS FOR THE SEXUAL ASSAULT RESPONSE TEAM/  
FORENSIC NURSE EXAMINERS GRANT IN THE AMOUNT OF \$85,999.00  
FOR THE GRANT PERIOD OCTOBER 1, 2018 TO SEPTEMBER 30, 2019***

**CERTIFICATION**

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **20<sup>th</sup>** day of **March, 2019** and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**  
County of Gloucester

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL  
SUBAWARD**

21-6000660

<b>FY AND GRANT NAME</b> FFY17 Victims of Crime Act (VOCA)	<b>SUBAWARD AMOUNT</b>
<b>PROJECT TITLE</b> Victims of Crime Act, Sexual Assault Response Team (SART)/ Forensic Nurse Examiner (FNE) Grant Program	Federal \$ 85,999.00 Match \$ 90,882.00 Total \$ 176,881.00 Subrecipient Indirect Cost Rate (ICR) N/A
<b>SUBRECIPIENT</b> Gloucester County  DUNS NO. 957362247	CFDA NO. 16.575 - Crime Victim Assistance CFDA AMOUNT \$ 2,237,000,000.00
<b>FEDERAL AWARD IDENTIFICATION NO.</b> 2017-VA-GX-0058  <b>FEDERAL AWARING AGENCY</b> Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice	<b>FEDERAL AWARD DATE</b> 9/28/2017 <b>FEDERAL AWARD AMOUNT</b> \$ 50,279,830.00 <b>L&amp;PS ICR</b> 3.16%
<b>STATE ACCOUNT NO.</b> FY18-100-066-1020-142	<b>DATE OF AWARD</b> 03/05/2019

In accordance with the provisions of 42 U.S.C. § 10603(a) and N.J.A.C. § 13:1E-1.2(c) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. SART/FNE Project supports the FNE to complete sexual assault victims.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Attorney General or Designee

\_\_\_\_\_  
Typed Name of Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Division Contact

Subaward Number: VS-32-17

Name: William H. Cranford

Subaward Period: 10/01/18 - 09/30/19

Title: Deputy Administrator

Email: Grants@njoag.gov

Subrecipient Fiscal Year Start Date: January

Phone Number: 609-376-2445

C-1

**RESOLUTION AUTHORIZING AN AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

**WHEREAS**, on May 16, 2018, the County authorized a Subrecipient Agreement with the Gloucester County Improvement Authority to use Community Development Block Grant (“CDBG”) Entitlement Funds in the management of a community development program specifically set forth and submitted to the U.S. Department of Housing and Urban Development in the FY2016 Year 2 Action Plan for the demolition and clearance of blighted structures and lots thereby making way for future affordable housing, and/or other CDBG eligible activities in the Borough of Paulsboro, in an amount not to exceed \$120,000.00, from May 16, 2018 to May 15, 2019; and

**WHEREAS**, the County has determined that it is necessary to increase the Agreement by \$55,000.00 resulting in a new amount not to exceed \$175,000.00, and extend the term through December 31, 2019; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$55,000.00, pursuant to C.A.F. # 18-03788, which amount shall be charged against budget line item G-02-18-155-000-20236.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of an amendment to increase the Subrecipient Agreement with the Gloucester County Improvement Authority by \$55,000.00, resulting in a new total amount not to exceed \$175,000.00, and extend the term through December 31, 2019; and

**BE IT FURTHER RESOLVED**, that all other terms and provisions of the original Agreement shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**SUBRECIPIENT AGREEMENT AMENDMENT  
BETWEEN  
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an Amendment to a Subrecipient Agreement entered into on the 16<sup>th</sup> of May, 2018, by and between the Gloucester County Improvement Authority (“Subrecipient”) and the County of Gloucester (“County”).

In further consideration for the mutual promises made by and between Subrecipient and County in the above-described contract, Subrecipient and County hereby agree to amend the contract as follows:

**The agreement will be increased by \$55,000.00, resulting in a new contract amount not to exceed \$175,000.00; and**

**The term will be extended through December 31, 2019.**

The Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$55,000.00, pursuant to C.A.F. # 18-03788, which amount shall be charged against budget line item G-02-18-155-000-20236.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 20th day of March, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
By:  
Title:

**RESOLUTION AUTHORIZING AN EXTENSION TO SUBRECIPIENT AGREEMENTS WITH THE BOROUGHS OF NATIONAL PARK AND PAULSBORO AND THE TOWNSHIP OF WASHINGTON FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING OF CERTAIN APPROVED PROJECTS**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 28, 2017, authorizing Subrecipient Agreements between the County of Gloucester and the below municipalities for the following public facilities improvements:

- **Borough of National Park** for pedestrian safety and ADA improvements within CT 5003 BG2 though the installation of handicap ramps at the intersections along Woodlawn Ave at Luther Ave and at Lincoln Ave; Luther Ave at Crozier Ave and Lincoln Ave at Crozier Ave in the amount of \$50,000.00, which amount shall be charged against line item G-02-17-155-000-21212; and
- **Borough of Paulsboro** for safety and road improvements to CT 5004 BG 3 &4 at the intersection of West Washington Street and Penn Line Road to include ADA handicap ramps and striping in the amount of \$25,000.00, which amount shall be charged against line item G-02-17-155-000-21214; and
- **Township of Washington** for the purchase and permanent installation of a generator and other improvements at the Township Senior Center in the amount of \$117,764.00, which amount shall be charged against line item G-02-17-155-000-21218; and

**WHEREAS**, the above Agreements are now being extended through December 31, 2019 give the municipalities the opportunity to finalize these projects.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is authorized to execute and the Clerk of the Board is authorized to attest to the Amendments extending CDBG funding through December 31, 2019 with the Boroughs of National Park and Paulsboro and Township of Washington for the specified public projects set forth above; and

**BE IT FURTHER RESOLVED**, that all other terms and provisions of the original Agreement shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**AMENDED SUBRECIPIENT AGREEMENT  
BETWEEN  
BOROUGH OF NATIONAL PARK  
AND  
COUNTY OF GLOUCESTER**

**THIS IS AN AMENDMENT TO A SUBRECIPIENT AGREEMENT** entered into on the 28<sup>TH</sup> of November, 2017, by and between the Borough of National Park ("Subrecipient") and the County of Gloucester ("County").

In further consideration for the mutual promises made by and between Subrecipient and County, the parties hereby agree to amend the Agreement as follows:

**The term will be extended through December 31, 2019.**

All other terms and provisions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 20th day of March, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**BOROUGH OF NATIONAL PARK**

\_\_\_\_\_  
By:  
Title:

**AMENDED SUBRECIPIENT AGREEMENT  
BETWEEN  
BOROUGH OF PAULSBORO  
AND  
COUNTY OF GLOUCESTER**

**THIS IS AN AMENDMENT TO A SUBRECIPIENT AGREEMENT** entered into on the 28<sup>TH</sup> of November, 2017, by and between the Borough of Paulsboro ("Subrecipient") and the County of Gloucester ("County").

In further consideration for the mutual promises made by and between Subrecipient and County, the parties hereby agree to amend the Agreement as follows:

**The term will be extended through December 31, 2019.**

All other terms and provisions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 20th day of March, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**BOROUGH OF PAULSBORO**

\_\_\_\_\_  
By:  
Title:

**AMENDED SUBRECIPIENT AGREEMENT  
BETWEEN  
TOWNSHIP OF WASHINGTON  
AND  
COUNTY OF GLOUCESTER**

**THIS IS AN AMENDMENT TO A SUBRECIPIENT AGREEMENT** entered into on the 28<sup>TH</sup> of November, 2017, by and between the Township of Washington (“Subrecipient”) and the County of Gloucester (“County”).

In further consideration for the mutual promises made by and between Subrecipient and County, the parties hereby agree to amend the Agreement as follows:

**The term will be extended through December 31, 2019.**

All other terms and provisions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 20th day of March, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**TOWNSHIP OF WASHINGTON**

\_\_\_\_\_  
By:  
Title:

**RESOLUTION AUTHORIZING CONTRACTS WITH SOUTH STATE MATERIALS, LLC AND RICHARD E. PIERSON CONSTRUCTION COMPANY, INC. FROM MARCH 21, 2019 TO MARCH 30, 2020 IN AN AMOUNT NOT TO EXCEED \$40,000.00 EACH**

**WHEREAS**, the County of Gloucester advertised for the receipt of public bids for the supply and delivery of stone as per PD-019-013 to be utilized by the County's Department of Public Works; and

**WHEREAS**, bids were publicly received and opened on March 5, 2019, and after following proper bid opening and evaluation procedure, it was determined that South State Materials, LLC of 202 Reeves Road, Bridgeton, NJ 08302, and Richard E. Pierson Construction Company, Inc. of 426 Swedesboro Road, Pilesgrove, NJ 08098, were the lowest responsive and responsible bidders; and

**WHEREAS**, the contracts shall be awarded for a period of one (1) year from March 21, 2019 to March 30, 2020, in an amount not to exceed \$40,000.00 each; and

**WHEREAS**, the contracts are for estimated units of service and are open-ended which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate 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 hereby authorized and directed to execute and the Clerk of the Board to attest to, the contracts with South State Materials, LLC and Richard E. Pierson Construction Company, Inc., for the supply and delivery of stone as per PD-019-013, from March 21, 2019 to March 20, 2020, in an amount not to exceed \$40,000.00 each; 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 County Treasurer 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 March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SOUTH STATE MATERIALS, LLC**

**THIS CONTRACT** is made effective the 20<sup>th</sup> day of **March, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SOUTH STATE MATERIALS, LLC**, with offices at 202 Reeve Road, Bridgeton, NJ 08302, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of stone as per bid **PD-019-013**; and

**WHEREAS**, the Vendor represents that it is qualified to supply said materials, and desires to so perform pursuant to the terms and provisions of this Contract; 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 for a period of one (1) year, from March 21, 2019 to March 20, 2020.
2. **COMPENSATION.** Contract shall be for estimated units as set forth in specifications PD-019-013, and Vendor's bid response as to the items specified below, for a total amount not to exceed \$40,000.00 for each contract year:

Item 4: (RipRap Stone) R-5 = 9" to 18"	100 Tons	@ \$42.50 per ton
Item 5: (RipRap Stone) R-6 = 12" to 24"	100 Tons	@ \$42.50 per ton

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 items delivered 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 supplies delivered furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be for the supply and delivery of stone as set forth in the specifications of PD-019-013, and Vendor's bid response as referenced in paragraph two (2) above for Line items #4 and #5, which shall be incorporated into and made part of this Contract by reference.

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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, 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 subVendor, 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 subVendor, 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.** This contract shall consist of this document, the specifications of PD-019-013 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

**THIS CONTRACT shall be effective the 20<sup>th</sup> day of March, 2019.**

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**SOUTH STATE MATERIALS, LLC**

\_\_\_\_\_

\_\_\_\_\_  
**By: CHESTER OTTINGER, JR.  
Title: PRESIDENT**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
RICHARD E. PIERSON CONSTRUCTION  
COMPANY, INC.**

**THIS CONTRACT** is made effective the 20<sup>th</sup> day of **March, 2019**, 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 **RICHARD E. PIERSON CONSTRUCTION COMPANY, INC.**, with offices at 426 Swedesboro Road, Pilesgrove, NJ 08098, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of stone as per bid **PD-019-013**; and

**WHEREAS**, the Vendor represents that it is qualified to supply said materials, and desires to so perform pursuant to the terms and provisions of this Contract; 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 for a period of one (1) year, from March 21, 2019 to March 20, 2020.
2. **COMPENSATION.** Contract shall be for estimated units as set forth in specifications PD-019-013, and Vendor's bid response as to the items specified below, for a total amount not to exceed \$40,000.00 for each contract year:

Item 1: #57 Stone	200 Tons	@ \$26.00 per ton
Item 2: (RipRap Stone) R-3 = 3" to 6"	300 Tons	@ \$30.00 per ton
Item 3: (RipRap Stone) R-4 = 6" to 12"	300 Tons	@ \$32.00 per ton

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 items delivered 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,

be considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be for the supply and delivery of stone as set forth in the specifications of PD-019-013, and Vendor's bid response as referenced in paragraph two (2) above for Line items #4 and #5, which shall be incorporated into and made part of this Contract by reference.

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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, 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 subVendor, 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 subVendor, 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.** This contract shall consist of this document, the specifications of PD-019-013 and Contractor's bid response. If there is a conflict between this Contract and the specifications or the bid response, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 20<sup>th</sup> day of **March, 2019**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**RICHARD E. PIERSON CONSTRUCTION  
 COMPANY, INC.**

\_\_\_\_\_  
**By: ROBERT L. BACCALA  
 Title: VICE PRESIDENT**

C-4

**RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC.  
FROM APRIL 4, 2019 TO APRIL 3, 2021 IN AN AMOUNT NOT  
TO EXCEED \$2,500,000.00 PER YEAR**

**WHEREAS**, the County of Gloucester ("County") entered into a contract on March 4, 2018 with South State, Inc. for the supply, delivery and overlay of hot mix asphalt materials (HMA), as per bid PD-018-006, which contract provided the County with the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, the County's Qualified Purchasing Agent has recommended exercising the option to extend for a period of two (2) years from April 4, 2019 to April 3, 2021, in an amount not to exceed \$2,500,000.00 per year; and

**WHEREAS**, the contract is for estimated units of service or purchases on an as-needed basis, which does not obligate the County to obtain any service or make any purchase and is therefore open-ended, so that no Certificate of Availability of Funds is required at this time; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contract with South State, Inc. for continued services as referenced hereinabove and as per PD-018-006, and that the County's Qualified Purchasing Agent is directed to inform the Contractor of the extension; 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 County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING EXECUTION OF FLASHING SIGNAL AGREEMENT #TF-03-12 WITH THE TOWNSHIP OF EAST GREENWICH FOR THE INSTALLATION AND MAINTENANCE OF A FLASHING SIGNAL AT THE INTERSECTION OF COUNTY ROUTES 551 AND 607**

**WHEREAS**, traffic conditions exist at Kings Highway (C.R. 551) where it intersects Tomlin Station Road (C.R. 607) in the Township of East Greenwich (hereinafter "Township"), County of Gloucester (hereinafter "County"), which warrants the installation and operation of a flashing signal in order to minimize the potential for traffic accidents, and to expedite the safe movement of vehicular and other traffic through the intersection; and

**WHEREAS**, the County has indicated its willingness to install a flashing signal at said intersection upon the agreement of the Township to pay for the electrical power for same; and, also upon the agreement of the Township to provide police assistance which may be needed for any maintenance of said signal; and

**WHEREAS**, the County has proposed a form of agreement (TF-03-12), which sets forth the specifics as to responsibilities for design, construction, installation, inspection, maintenance and costs, and said agreement has been executed by the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is directed to attest to, Flashing Signal Agreement TF-03-12 annexed hereto, between the County and the Township for the purposes set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



**County of Gloucester**

***RESOLUTION AUTHORIZING EXECUTION OF FLASHING SIGNAL AGREEMENT #TF-03-12 WITH THE TOWNSHIP OF EAST GREENWICH FOR THE INSTALLATION AND MAINTENANCE OF A FLASHING SIGNAL AT THE INTERSECTION OF COUNTY ROUTES 551 AND 607***

**CERTIFICATION**

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 20<sup>th</sup> day of **March, 2019** and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

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**LAURIE J. BURNS,**  
**CLERK OF THE BOARD**  
County of Gloucester

# 🌀 Flashing Signal Agreement 🌀

**THIS AGREEMENT**, made this 12th day of February, 2019, between the **COUNTY OF GLOUCESTER**, hereinafter referred to as "County", and the **TOWNSHIP OF EAST GREENWICH**, hereinafter referred to as "Township".

**WHEREAS**, a traffic condition exists at Kings Highway (County Route 551) where it intersects Tomlin Station Road (County Route 607) in the Township of East Greenwich, County of Gloucester, State of New Jersey, which requires the installation and operation of a flashing signal in order to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic, and

**WHEREAS**, the parties wish to enter into an agreement with respect to the installation, inspection, operation, maintenance, and enforcement of the flashing signal, and

**WHEREAS**, it is the purpose of this agreement to provide for the participation of the County, and the Township in the cost of the design, installation, inspection, maintenance, operation, and enforcement of the said flashing signal, at the aforesaid intersection;

**NOW, THEREFORE, WITNESSETH**; that for and in consideration of the mutual covenants and agreements contained herein, the County and the Township agree as follows:

1. The County shall prepare appropriate design drawings and specifications for the construction and installation of a flashing signal at the Intersection for the review and final approval of the County's Engineer.
2. The County shall submit to the County's Engineer the design drawings and specifications for the flashing signal for review and final approval; and shall be responsible to obtain such approval.
3. The County Engineer shall review the flashing signal design drawings and specifications, and when same meet with all applicable Federal, State, County and Municipal statutes, laws, rules, regulations, and ordinances, issue a final approval of and for them.
4. The County Engineer will determine the character, type, location, and operation of the flashing signal in accordance with N.J.S.A. 39:4-120, and all other applicable statutes, laws, rules and regulations.
5. The County shall construct and install the flashing signal in accordance with the design drawings and specifications that are given final approval by the County Engineer.
6. The Township's electrical inspector shall inspect the electrical installation for the flashing signal upon completion, and certify it to the electrical utility.
7. The cost of approval, design, installation and construction of the flashing signal shall be borne and paid by the County.
8. The Township shall pay all the cost of the electrical power for the flashing signal following completion of the construction and installation of same; and shall continue to be responsible for the payment of the ongoing electrical power for the traffic signal, as long as the traffic signal shall remain in operation.
9. Prior to the flashing signal being made operational, the County Engineer, shall inspect the flashing signal to verify that it has been properly constructed and installed.
10. The County, at its sole cost and expense, shall periodically inspect, and provide all routine maintenance for, the flashing signal.
11. If the County or Township desires to have the flashing signal, or any part of it, relocated in the future, any cost incurred in the relocation shall be borne by the party requesting same. No relocation of the flashing signal may be undertaken unless the County and Township shall both agree in writing to same.

12. If the County requests assistance of the Township Police Department during routine or emergency maintenance of the flashing signal, the Township shall provide traffic assistance at no cost to the County. If Police assistance is required for routine maintenance of the flashing signal, the County shall schedule same with the Township Police Department at least forty-eight (48) hours in advance. In an emergency, the Police Department shall respond as necessitated by a County request; and no work will be undertaken without police protection, if deemed necessary by the County in its sole discretion.
13. The Township hereby agrees that it will defend, indemnify and save the County harmless from and against any and all claims from the acts or omissions of its agents, servants, employees or contractors.
14. The County hereby agrees that it will defend, indemnify and save the Township harmless from and against any and all claims from the acts or omissions of its agents, servants, employees, or contractors.
15. The County and the Township certify that all things required by law to be done and performed by them to enable them to carry out this Agreement have been done and performed, or will be done and performed in a timely manner.
16. The operation of the flashing signal shall not be discontinued unless the County and Township shall both agree in writing to such discontinuance, and removal of same.
17. This Agreement shall be governed by the laws of the State of New Jersey.
18. The County may record this Agreement with the County Clerk.

IN WITNESS THEREOF, the County and the Township have caused this agreement to be duly executed by their proper officers and their corporate seals to be hereunto affixed, and attested by their Clerks, on the day and year first written above.



*County of Gloucester*

ATTEST:

By: \_\_\_\_\_  
Robert M. Damming, Director

By: \_\_\_\_\_  
Laurie J. Burns  
Clerk of the Board

ATTEST:

By: *Susan M. Costill*  
Susan Costill  
Municipal Clerk

*Township of East Greenwich*  
By: \_\_\_\_\_  
Dale Archer, Mayor

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN SCHOOL OF MEDICINE FOR THE SERVICES OF A LICENSED CLINICAL SOCIAL WORKER FOR THE ROWAN INTEGRATED SPECIAL NEEDS CENTER**

**WHEREAS**, Rowan’s School of Family Medicine will establish the Rowan Integrated Special Needs (“RISN”) Center, to be sited at the County Special Services facility in Sewell, for the provision of clinical health services to County special needs patients and their families; and

**WHEREAS**, the RISN Program will assist patients with psychosocial, mental, physical or emotional health-related needs through delivery of clinical social services including counseling, individual and family therapy, caregiver and other supportive services; and

**WHEREAS**, the RISN Program requires the services of a Licensed Clinical Social Worker to provide diagnostic, professional treatment, medical administrative care, and other needed services to County special needs patients and their families; and

**WHEREAS**, the County wishes to support the RISN Program through funding of a Licensed Clinical Social Worker in an amount not to exceed \$125,000.00 per year, and any interns or assistants as may be agreed by the parties, in an amount not to exceed \$50,000.00 per year, for the period March 1, 2019 to February 29, 2029.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of all documents required to effect a Shared Services Agreement with Rowan University for the services of a Licensed Clinical Social Worker, and interns or assistants as agreed, to be selected from among candidates proposed by Rowan Department of Family Medicine, for the period March 1, 2019 to February 29, 2029, for the above-stated amounts.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

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**A SHARED SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF GLOUCESTER**  
**AND**  
**ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE**  
**FOR THE SERVICES OF**  
**ROWAN INTEGRATED SPECIAL NEEDS (RISN) CENTER**  
**LICENSED CLINICAL SOCIAL WORKER**

**EFFECTIVE THIS 1st DAY of MARCH, 2019**

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## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** (hereinafter "Agreement"), is made effective the 1st day of March, 2019, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter "County"), with principal offices at 2 S. Broad Street, Woodbury, New Jersey 08096 and **Rowan University School of Osteopathic Medicine**, a public research university within the system of Higher Education of the State of New Jersey (hereinafter "Rowan"), having administrative offices at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (each, a "Party" or together, the "Parties").

### **RECITALS**

**WHEREAS**, Rowan University School of Osteopathic Medicine will establish the *Rowan Integrated Special Needs ("RISN") Center* to be located at the Gloucester County Special Services Building, 1340 Tanyard Road, Sewell, New Jersey 08080, effective \_\_\_\_\_, for the provision of certain clinical public health services to the County's special needs patients and their families; and

**WHEREAS**, the purpose of the RISN Center will be to assist County residents with psychosocial, mental, physical or emotional health-related needs through delivery of a full spectrum of clinical social services including counseling, which may include individual therapy, family therapy, supportive caregiver counseling, and/or group therapy; and

**WHEREAS**, the RISN Center requires the services of a skilled Licensed Clinical Social Worker ("LCSW") who can provide diagnostic, professional treatment and medical administrative care to County special needs patients and their families; and

**WHEREAS**, the County wishes to support the social, emotional and clinical needs of its residents with special needs by assisting them with treatment adherence, counseling, coordination and follow-up of medical treatment services; as well as client advocacy and assistance in obtaining housing, financial, legal services, social support, and other needed services, through establishment of the RISN Center in conjunction with Rowan University School of Osteopathic Medicine.

**NOW THEREFORE**, in consideration of the mutual promises and other considerations set forth below, County and Rowan do hereby agree to establishment of the Rowan Institute for Special Needs ("RISN") Center, to be housed at the County Bankbridge facility, through the employment of a Licensed Clinical Social Worker, to be selected from among qualified applicants recommended by Rowan University School of Osteopathic Medicine, as agreed between the Parties, and pursuant to the following terms and conditions:

### **AGREEMENT**

**A. TERM OF AGREEMENT.** This Agreement between County and Rowan shall be for an initial term of ten (10) years from March 1, 2019 to February 29, 2029, and shall renew annually thereafter, unless sooner ended pursuant to the termination provisions of this Agreement.

**B. LICENSED CLINICAL SOCIAL WORKER DUTIES.** Under the direction of the RISN Chairperson, the Licensed Clinical Social Worker shall perform the following duties:

1. In cooperation with patients, families, and other members of the health care team, provide services to support maintenance of appropriate client settings;

2. Gather and assess information regarding a client's physical needs, mental status, family support system, financial resources, and available community and governmental resources;
3. Provide professional clinical perspectives which may assist the client/family to cope with client's health risk, disease or disability;
4. Provide, promote and support initiatives leading to client independence and self-sufficiency;
5. Engage physicians and other members of the healthcare team to better utilize available medical resources;
6. Assist patients and their families with completion of required supportive documentation (i.e., Insurance, Medicaid/Medicare, Guardianship, durable medical equipment, in-home and community supports, etc.), as needed;
8. Provide public education regarding symptoms and consequences of specific diseases, use of available medical resources, and methods of professional intervention;
9. Advocate for patients/families to obtain available community assistance, benefits, housing, medical support, etc.;
10. Consult with client's physicians, health administrators, insurance providers, etc., to alleviate potential care bottlenecks;
11. Keep County apprised of changes in community, state, and federal policies that may impact resident's access to care;
12. Document and maintain records of client medical and social services provided;
13. Maintain records as required by statute, regulation or as required by County;
14. Collect and maintain information required for Quality Assurance indicators and research projects;
15. Perform intake client/family evaluations and develop histories, and ongoing assessments of needs, including periodic reevaluations;
16. Assess identified high-risk patients and consult with healthcare team regarding all care potential service issues;
17. Provide individual, family, or group therapy counseling services for patients with special needs and/or their families;
18. Represent the RISN Center, through participation on community/state boards, committees, panels, etc.;
19. Attend staff meetings, program or departmental, multi-disciplinary meetings;
20. Participate/present seminars/workshops, in-services, and education conferences regarding new resources and clinical techniques;
21. Impart the basics of clinical social work to the healthcare team;
22. Provide clinical care services appropriate to neonatal, pediatric, adolescent, adult, and geriatric patients and their families, applicable their individual situations;
23. Perform all duties in accordance with accepted standards of care and departmental requirements; reporting to supervisor any unsafe activities or conditions or hazards, that may adversely affect client care;
24. Perform other related duties as assigned.

**C. SELECTION OF LICENSED SOCIAL WORKER.** The Licensed Clinical Social Worker to

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be employed for the purposes enumerated in this Agreement shall be selected by mutual agreement of the Parties from candidates proposed by Rowan University School of Osteopathic Medicine. It is expressly understood and agreed between the Parties that the Licensed Clinical Social Worker, so employed, shall be an employee of Rowan University School of Osteopathic Medicine, acting on behalf of the County.

**D. FUNDING.** The position of Licensed Clinical Social Worker created by this Agreement shall be funded by County in an amount not exceed \$125,000 per year. The County's combined annual expense for the Licensed Clinical Social Worker, along with expenses related to any paid or unpaid interns, shall not exceed \$175,000 per year. Rowan shall assume responsibility for the cost of any employment-related expenses or benefits accrued by the Licensed Clinical Social Worker.

**E. TERMINATION.** Pursuant to Section A. above, this Agreement may be terminated by either Party, for any reason or no reason, whether or not extended beyond the initial term, by giving the other Party one hundred twenty (120) days prior written notice. Upon early termination, an intern currently receiving clinical training will be provided with a reasonable amount of time to complete his or her clinical rotation.

**F. COMPLIANCE WITH LAWS AND REGULATIONS.** County and Rowan agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

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

**H. LIMITATION OF DELEGATION; INSURANCE.** Neither County nor Rowan intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described herein. Each Party shall be responsible for its own acts or omissions, including the acts or omissions of its employees, agents, and representatives. Each Party shall be responsible for any costs, claims, and/or damages arising from the performance of its responsibilities under this Shared Services Agreement.

County represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be provided. Simultaneously with the execution of this Shared Services Agreement, County shall provide Rowan with Certificates of Insurance for the relevant policies, and shall provide that Rowan is named as an additional insured on such policies.

County shall procure Commercial General Liability Insurance: This policy will include coverage for bodily injury and property damage liability, products and completed operations liability, independent contractor/vendor liability, personal and advertising injury liability, and contractual liability for an insured contract. The minimum limits of liability for this insurance shall be One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of Three Million Dollars (\$3,000,000).

Business Automobile Liability Insurance: The business automobile liability insurance policy shall

cover owned, non-owned and hired vehicles with minimum limits of Two Million Dollars (\$2,000,000) combined single limit per accident.

**Workers Compensation and Employees Liability:** Workers compensation insurance with statutory limits shall be provided in accordance with the requirements of the laws of the State of New Jersey Employer's liability insurance shall be provided with a limit of liability of not less than One Million Dollars (\$1,000,000) bodily injury, each accident, One Million Dollars (\$1,000,000) disease, each employee, and One Million Dollars (\$1,000,000) disease, policy limit.

Rowan University, its trustees, officers, directors, employees, servants, and agents, the State of New Jersey, and the New Jersey Educational Facilities Authority will be included as additional insureds on the general liability, automobile liability, and the excess liability policy.

Rowan is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (NJSA 59:1-1 et seq.), the New Jersey Contractual Liability Act (NJSA 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional errors and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, New Jersey 08625.

## **I. MISCELLANEOUS.**

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

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

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

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

5. **Further Assurances and Corrective Instruments.** County and Rowan shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequacy or incorrect description of the Parties' requirements for the performance of the Licensed Clinical Social Worker, or to collect any inconsistent or ambiguous terms hereto.

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

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

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

**IN WITNESS WHEREOF**, the Parties hereto, duly authorized, have caused this Agreement to be executed by their duly authorized representatives.

**ATTEST:**

**ROWAN UNIVERSITY**

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**BY:**

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**JOSEPH F. SCULLY, JR.,  
SENIOR VP FOR FINANCE &  
CHIEF FINANCIAL OFFICER**

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

**BY:**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**RESOLUTION AUTHORIZING THE EMERGENT TEMPORARY USE OF A COUNTY BUS BY A LOCAL MUNICIPALITY**

**WHEREAS**, many of the municipalities within the County of Gloucester have undertaken the responsibility of providing specified bus transportation for its eligible residents; and

**WHEREAS**, the County of Gloucester, maintains a vehicle fleet for the various County departments to perform their designated duties including buses for the transportation of elderly and disabled residents of the County of Gloucester; and

**WHEREAS**, on occasion buses operated by the municipalities may become disabled and thus would jeopardize the transportation of those vulnerable citizens.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester authorize the emergent temporary use of a County-owned bus in the event a municipality's bus becomes inoperable and there is exigent need to continue providing immediate transportation for those residents who rely upon it, so long as a County bus is available and proof of insurance is provided, upon review and coordination by the County Administrator or his designee; and

**BE IT FURTHER RESOLVED**, that the County Administrator or his designee and the Director of Human Services shall acknowledge the Vehicle Use Request as submitted to the County by the Mayor of the requesting municipality.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 20, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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