

**AGENDA**

6:00 p.m. Wednesday, July 24, 2019

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from July 10, 2019.

**PROCLAMATIONS/PRESENTATIONS**

**P-1** The Gloucester County Prosecutor's Office is receiving accreditation from the the New Jersey State Association of Chiefs of Police. **To be presented to the Prosecutor and Board of Chosen Freeholders by Harry Delgado, Accreditation Program Director.**

**P-2** Presentation of Certifications to the NJAC Foundation/Investors Bank Scholarship Awards to three GCIT students. **To be presented by Freeholder Simmons**

**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 APPROVING MODIFICATIONS TO THE HUMAN RESOURCES MANUAL AND AMENDING THE ADMINISTRATIVE CODE SECTION PER-6.**

The Human Resources Manual specifies administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The policies have been reviewed and modified as deemed necessary. This Resolution will approve, as part of the Administrative Code, revisions to certain parts of the existing manual (PER-6) as requested by the Human Resources Department, relative to 6.11-Exhibit R; 6.12-Leave Donation; 7.7-Prohibition of Discrimination; and, 7.7-Exhibit F, pages one (1) through three (3).

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- **Area Plan Grant Modification - \$216,451.00.** These funds are a mid-year distribution to the 2019 Area Plan Contract bringing the total funding to \$1,749,458.00. These additional funds will allow the County to fully fund the contract obligations we have with outside service providers and with other County departments.
- **Child Health 2019-2020 Lead Exposure Program - \$146,000.00.** This grant will provide blood level screening, case management and environmental interventions to children with elevated lead levels.
- **Workfirst New Jersey - \$1,545,459.00.** This program provides readiness training to residents who are currently receiving public assistance. The training received may be literacy training, work readiness preparation or vocational training. The County has the responsibility of case management which entails working one on one with clients to provide a variety of assistance that is needed for the client to become employed.
- **Workforce Innovations And Opportunities Act – WIOA - \$1,846,561.00.** The purpose of this grant is to provide activities that will increase the job retention and earnings of participants and increase the occupational skill attainment by participants. This will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the economy.
- **Workforce Learning Link - \$38,000.00.** These funds will be used to provide ABE/GED and literacy training for residents attending Rowan College at Gloucester County. This funding is part of the WorkFirst New Jersey program which provides training to individuals in an effort to increase the quality of the workforce, reduce dependency on assistance programs and help residents to become self-sufficient.

**A-3 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2019 TO AUGUST 2, 2020 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT.**

This Resolution authorizes the purchase of Computer Software and Licensing Fees from Dell Marketing L.P. from August 3, 2019 to August 2, 2020 in an amount not to exceed \$200,000.00 through State Contract #A89850. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

**A-4 RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC. FROM AUGUST 20, 2019 TO AUGUST 19, 2020 FOR \$30,981.00.**

This Resolution authorizes a contract with Storage Engine, Inc. for annual license fees and maintenance on the County's proprietary Laserfiche Electronic Document Management System, including the Laserfiche Server, Laserfiche SQL Server and the Laserfiche Web Server from August 20, 2019 to August 19, 2020 for \$30,981.00. CAF #19-06066 was obtained to certify funds.

**A-5 RESOLUTION AMENDING THE CONTRACT WITH CONTINUANT, INC. FOR AN INCREASE OF \$9,584.00 THROUGH FEBRUARY 28, 2020.**

This Resolution will authorize an amendment to the contract with Continuant, Inc., for the purchase of the Avaya equipment and for maintenance services for current and new equipment as per PD-017-006, in the amount of \$129,587.36. CAF #19-02114 (\$4,470.00) and CAF #19-05898 (\$5,114.00) have been obtained to certify funds.

**A-6 RESOLUTION AUTHORIZING AND APPROVING THE BILL LISTS FOR THE MONTH OF JULY 2019.**

The County Treasurer submits the bill lists for July, 2019 for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to vendors appearing on the lists.

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO  
FREEHOLDER LAVENDER**

**B-1 RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE AND THE GLOUCESTER COUNTY ANIMAL SHELTER FOR ANIMAL CRUELTY CASES.**

Resolution authorizing an agreement between the Gloucester County Prosecutor's Office and the Gloucester County Animal Shelter for Animal Cruelty Cases. N.J.S.A. 40A:65-1 specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services. The shared services will include, but not necessarily be limited to, the Animal Shelter providing assistance and services based on shelter capacity and the Prosecutor's Office issuing standard operating procedures to the municipal humane law enforcement officers and Animal Shelter for proper chain of custody of evidence for animal cruelty investigations and prosecution. The agreement is for a term of five years, from July 24, 2019 to July 23, 2024.

**B-2 RESOLUTION AUTHORIZING A CONTRACT WITH TRACK GROUP, INC. FROM JULY 11, 2019 TO JULY 10, 2021 AT NO COST TO THE COUNTY.**

This Resolution authorizes a Contract with Track Group, Inc., 200 East 5th Avenue, Suite 100, Naperville, IL 60563, to provide an active GPS tracking home electronic detention system from July 11, 2019 to July 10, 2021, as set forth in the bid specifications PD 19-035. This program is offered at no cost to the County. The County has the option to extend this Agreement for one (1) two (2) year term or two (2) one (1) year terms.

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACTS WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER AND ST. JOHN OF GOD COMMUNITY SERVICES.**

The County entered into contracts with Mid-Atlantic States Career and Education Center and St. John of God Community Services commencing July 1, 2015 through June 30, 2020. Annual funding amounts vary due to funding fluctuations from the NJ Department of Labor & Workforce Development (NJDLWD). This amendment modifies amount available to St. John of God Community Services as \$122,050.00, and Mid-Atlantic States Career and Education Center as \$245,105.00, each through June 30, 2020. This Amendment will also update policy language required by the NJDLWD.

**C-2 RESOLUTION AUTHORIZING AMENDMENTS TO TWO SHARED SERVICES AGREEMENTS WITH ROWAN COLLEGE SOUTH JERSEY.**

Resolution authorizing Amendments to two Shared Services Agreements with Rowan College South Jersey. The County has determined that based upon available state funding the contract amount for the Workforce Learning Link is for an amount not to exceed \$38,000.00 and the contract amount for Community Workforce Experience Program is for an amount not to exceed \$77,910.00 through June 30, 2020. The County acknowledges the entity change from Rowan College at Gloucester County to Rowan College South Jersey and amends the agreements accordingly to reflect said change. The amendments will also include audit language required by the State of New Jersey Department of Labor and Workforce Development.

**C-3 RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACT WITH GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY (GCIT).**

The County has a contract with GCIT from July 1, 2016 to June 30, 2020 to provide services for eligible youth. Due to funding fluctuations of the WIOA formula, and changing program parameters as determined by NJ Department of Labor & Workforce Development and the Gloucester County Workforce Development Board, it was necessary to modify the annual funding to GCIT for the Youth Education and Career Center (YECC) in the new amount of \$306,000.00, which is divisible as \$255,000.00 for regular expenses and \$51,000.00 for work experience. The Amendment will also update policy language required by NJDLWD.

**C-4 RESOLUTION AUTHORIZING A CONTRACT WITH KANE COMMUNICATIONS, LLC FOR \$199,181.96.**

This Resolution authorizes a contract with Kane Communications, LLC for flashing signal installation at Kings Highway, CR 551 and Tomlin Station Road, CR 607 in the Township of East Greenwich, known as Engineering Project #19-06, commencing July 25, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9) for \$199,181.96. CAF# 19-06111 was obtained to certify funds.

**C-5 RESOLUTION AUTHORIZING A CONTRACT WITH RPM LANDSCAPE CONTRACTOR, LLC FROM AUGUST 5, 2019 TO AUGUST 4, 2021 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER YEAR.**

This Resolution authorizes a contract with RPM Landscape Contractor, LLC for trimming and removing of trees for the County as per PD-19-036, in an amount not to exceed \$90,000.00 per year from August 5, 2019 to August 4, 2021.

**DEPARTMENT OF PUBLIC SAFETY &  
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**D-1 RESOLUTION AUTHORIZING A CONTRACT WITH ATLANTIC SWITCH & GENERATOR, LLC, FOR \$41,786.96.**

This Resolution authorizes a contract with Atlantic Switch & Generator, LLC for the purchase of one (1) Kohler Generator, Model 125REOZJG, for \$41,786.96. C.A.F# 19-05964 has been obtained to certify funds.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**F-1 RESOLUTION AMENDING THE CONTRACTS WITH EVERGREEN COURT ADULT DAY SERVICES, SOUTH JERSEY LEGAL SERVICES, INC. AND ALL ABOUT CARE, LLC THROUGH DECEMBER 31, 2019.**

This Resolution authorizes a contract amendment with Evergreen Court Adult Day Services, in the amount of \$18,390.00, resulting in a new contract amount of \$47,090.00; South Jersey Legal Services, Inc., in the amount of \$10,150.00, resulting in a new contract amount of \$21,690.00; and All About Care, LLC, in the amount of \$2,500.00, resulting in a new contract amount of \$12,500.00, through December 31, 2019. These increases are due to allocation of Federal Financial Partnership Funds for the balance of the 2019 Area Plan Contract Year.

**F-2 RESOLUTION AMENDING A CONTRACT WITH JOHN A. ALICE, ESQUIRE.**

This Resolution authorizes a contract amendment with John A. Alice, Enquire, in the amount of \$50,000.00, resulting in a new contract amount of \$100,000.00 through December 31, 2019. This increase is due to additional and unforeseen Professional Legal Services in connection with the Child Support Program for the Division of Social Services.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT  
FOR FARM PROPERTY OWNED BY ST. CLARE OF ASSISI PARISH FOR \$297,577.80.**

The Office of Land Preservation is preserving this 24.492-acre farm property in cooperation with the State Agriculture Development Committee (SADC) and Woolwich Township through the Township's Municipal Farmland Preservation Program. Through this program the Township, County, and SADC are each responsible for a portion of the \$297,577.80 acquisition costs associated with this property. The County will initially be providing funds for the purchase of the said development easement in the amount of \$238,062.24 and Woolwich Township will be providing funds in the amount of \$59,515.56, for a total purchase price of \$297,577.80 (based on the certified value of \$12,150.00 per acre). The SADC will reimburse the County the sum of \$178,546.68 for their portion of the total acquisition price either at or before settlement. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for The Hanson Organization Associates and \$2,500.00 for T.W. Sheehan Associates. Settlement on this property is expected to occur before the end of August 2019. The property is also contiguous to more than 1,000 acres of previously preserved farmland and Woolwich Twp. TDR program. C.A.F. 19-06187 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

**MINUTES**

6:00 p.m. Wednesday, July 10, 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 June 19, 2019.

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

Comments: N/A

**PROCLAMATIONS**

**51937** Proclamation in Recognition of Thomas Gilbert for achieving Rank of Eagle Scout with the Boy Scouts of America, Troop 81. Presented by Freeholder Jefferson

**51938** Proclamation recognizing the Glassboro Bulldogs Baseball team for their winning season. Presented by Freeholder Lavender

**51939** Proclamation recognizing Janice Bruni over 40 years of service in education 1978-2019. Previously presented by Freeholder Simmons

**51940** Proclamation recognizing Emma Josephine "Dutch" Stalter Cornish Centurion Alumna of Paulsboro High School, graduating class of 1937. Previously presented by Freeholder Simmons.

**PUBLIC HEARING**

**RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN BY APPROVING A REQUEST FROM SEPARATION AND RECOVERY SYSTEMS OPERATING COMPANY, LLC AS TO THE INCLUSION OF THEIR FACILITY, KNOWN AS BLOCK 328.13, P/O LOT 1.20, WEST DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY, IN THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN AS A CLASS "D" RECYCLING FACILITY.**

This resolution is authorize a public hearing and to amend the Solid Waste Management Plan to include the SRS facility into the Gloucester County Solid Waste Management Plan. Separation and Recovery Systems Operating Company LLC will own and operate the equipment used in the recycling operation. The proposed facility will separate and recycle approximately 200 tons /day of petroleum contaminated water and solids. After the recycling process is completed, the resulting wastewater will be discharged into the GCUA treatment plant on the same property for processing. The wastewater will meet the permit requirements for discharge into the treatment plant. The recycled petroleum products will be transported to a petroleum re-refining facility.

The public hearing on the above referenced resolution was adjourned until the next available date and will be re-noticed publically.

**PUBLIC HEARING**

**51941 RESOLUTION AUTHORIZING A PUBLIC HEARING AND APPROVING AN AMENDMENT TO THE GLOUCESTER COUNTY SOLID WASTE MANAGEMENT PLAN IN CONNECTION WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY'S REQUEST TO INCLUDE A 10-YEAR CONTRACT FOR RESOURCE RECOVERY FACILITY SERVICES.**

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

**OPEN**

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

Comments: N/A

**CLOSE**

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

Comments: N/A

**MOTION TO PASS RESOLUTION**

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

Comments: N/A

**CLOSE**

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

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER DIMARCO**

**51942 RESOLUTION AUTHORIZING THE 2019 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$65,689.00.**

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

Comments: N/A

**51943 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**51944 RESOLUTION AUTHORIZING A MASTER SERVICE AGREEMENT BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO  
FREEHOLDER LAVENDER**

**51945 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY, DRUNK DRIVING ENFORCEMENT FUND FROM JULY 1, 2019 TO JUNE 30, 2020 FOR \$20,000.00.**

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

Comments: N/A

**51946 RESOLUTION AUTHORIZING AN APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY FOR THE FEMA FY2019 PORT SECURITY GRANT PROGRAM FOR \$16,000.00**

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

Comments: N/A

**51947 RESOLUTION ACCEPTING FUNDS REGARDING THE VICTIMS OF CRIME ACT GRANT FOR \$425,169.00.**

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

Comments: N/A

**51948 RESOLUTION AUTHORIZING A CONTRACT WITH DUALL BUILDING RESTORATION, INC., FOR \$34,855.00.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**51949 RESOLUTION APPROVING THE PY 2019 ANNUAL ACTION PLAN.**

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

Comments: N/A

**51950 RESOLUTION AUTHORIZING EXECUTION OF REVISED FUNDING AGREEMENT WITH THE NJ DEPARTMENT OF TRANSPORTATION.**

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

Comments: N/A

**51951 RESOLUTION AUTHORIZING A CONTRACT WITH JPC GROUP, INC. FOR \$648,200.00.**

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

Comments: N/A

**51952 RESOLUTION AUTHORIZING CHANGE ORDER (DECREASE) #02 WITH ALIANO BROTHERS GENERAL CONTRACTORS.**

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

Comments: N/A

**51953 RESOLUTION AUTHORIZING CHANGE ORDER (INCREASE) #03 WITH JPC GROUP, INC.**

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

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**51954 RESOLUTION AUTHORIZING A PURCHASE FROM ARAMSCO, INC., FOR \$37,560.00.**

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

Comments: N/A

**51955 RESOLUTION AUTHORIZING A PURCHASE FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ERSI), FOR \$22,782.00.**

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

Comments: N/A

**51956 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FLYMOTION, FOR \$22,214.00.**

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

Comments: N/A

**51957 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, FOR \$60,283.48.**

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

Comments: N/A

**51958 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING AND AFFILIATION AGREEMENT WITH MD1.**

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER JEFFERSON  
FREEHOLDER BARNES

**51959 RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES FROM JULY 1, 2019 TO JUNE 30, 2020.**

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

Comments: N/A

**51960 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY JUVENILE JUSTICE COMMISSION FOR 2020 INNOVATIONS GRANT FUNDING OF \$120,000.00.**

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

Comments: N/A

**51961 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE FOR THE RURAL TRANSPORTATION ASSISTANCE GRANT IN THE AMOUNT OF \$122,979.00 FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.**

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco						X
Freeholder Barnes		X	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**

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
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender		X	X			
Freeholder Simmons						X
Director Damminger			X			

Comments: N/A

**CLOSE**

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 6:25 p.m.

**RESOLUTION APPROVING MODIFICATIONS TO THE HUMAN RESOURCES  
MANUAL AND TO AMEND THE ADMINISTRATIVE  
CODE SECTION PER-6**

**WHEREAS**, there exists a need by the County of Gloucester to approve modifications to the County's Human Resources Manual; and

**WHEREAS**, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

**WHEREAS**, the following modifications are being requested:

- Revising **HR Policy 6.11 Exhibit R, Unpaid Leave Policy** - to reflect changes in the definition of family member in accordance with the New Jersey Family Leave Act;
- Revising **HR Policy 6.12, Leave Donation** - to include vacation leave in accordance with New Jersey Administrative Code 4A:6-1.22;
- Revising **HR Policy 7.7, Prohibition of Discrimination** - to make the policy clearer, these changes were not substantive;
- Revising **HR Policy 7.7 Exhibit F, Pages 1 through 3, Prohibition of Discrimination** - to provide greater detail on the complaint process and to simplify the form, these changes are in alignment with the New Jersey Division of Civil Rights process;

**WHEREAS**, the above modifications to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

**WHEREAS**, to completely implement the revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that it hereby approves modifications to the Human Resources Manual, for Policies 6.11, 6.12, 7.7, and 7.7 Exhibit F, as set forth hereinabove, and directs that Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this Manual.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 24, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

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### Summary of HR Manual Changes (7/24/19)

The Human Resources policy listed below has been added as deemed necessary. Please see below for specific details on the revisions.

6.11 Exhibit R	Unpaid Leave	Policy was revised to reflect changes in the definition of family member in accordance with the New Jersey Family Leave Act.
6.12	Leave Donation	Policy was revised to include vacation leave in accordance with New Jersey Administrative Code 4A:6-1.22.
7.7	Prohibition of Discrimination	Policy changes were not substantive to the existing policy but made to make the policy clearer.
7.7 Exhibit F, Pages 1 through 3	Prohibition of Discrimination	This policy exhibit was revamped to provide greater detail on the complaint process and to simplify the form. The procedure and form are in alignment with the New Jersey Division of Civil Rights process.

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<b>CHAPTER:</b>	<b>6 – LEAVE TIME</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>12 – LEAVE DONATION</b>	<b>REVISED: 7/24/19</b>

Any employee who has suffered from a catastrophic illness or injury may receive sick or vacation leave voluntarily donated by fellow employees, subject to the following conditions:

1. A catastrophic illness or injury shall be understood as a condition based on a medical prognosis, which requires a period of treatment or recuperation, as a result of which the employee is unable to work, or is expected to be out of work, for at least two months of consecutive work time or on an intermittent basis equivalent to two months work time.
2. An employee may receive donated sick leave for personal illness or injury or care for a seriously ill member of an employee's immediate family. For the purposes of this policy, immediate family shall include any relations as are deemed within the definition of family members under the NJFLA and the federal FMLA (please refer to HR 6.11, HR 6.11 Exhibit S titled "NJFLA and FMLA General Information"). In general, immediate family is defined as a parent, child, and spouse or civil union partner.
3. An employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.
4. An employee may donate up to 5 sick days to another employee provided he or she retains a balance of at least 40 sick days. An employee may donate up to 10 days provided he or she retains a balance of 80 days, or up to 15 days with a balance of 120 days. Donated leave is deducted equitably among the donors in no more than one weekly increment at a time and is not deducted until the recipient uses the donated time.

<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>7 – PROHIBITION OF DISCRIMINATION, HARASSMENT OR HOSTILE ENVIRONMENTS IN THE WORKPLACE</b>	<b>REVISED: 7/24/19</b>

**I. POLICY**

a. Protected Categories

The County of Gloucester is committed to providing every County employee and prospective County employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

To achieve the goal of maintaining a work environment free from discrimination and harassment, the County of Gloucester strictly prohibits the conduct that is described in this policy. This is a zero tolerance policy. This means that the state and its agencies reserve the right to take either disciplinary action, if appropriate, or other corrective action, to address any unacceptable conduct that violates this policy, regardless of whether the conduct satisfies the legal definition of discrimination or harassment.

b. Applicability

Prohibited discrimination/harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale and interferes with work productivity. Thus, this policy applies to all employees and applicants for employment with the County. The County of Gloucester will not tolerate harassment or discrimination by anyone in the workplace including supervisors, co-workers, or persons doing business with the County. This policy also applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where County business is being conducted and discussed).

This policy also applies to third party harassment. Third party harassment is unwelcome behavior involving any of the protected categories referred to in (a) above that is not directed at an individual but exists in the workplace and interferes with an individual's ability to do his or her job. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

## **II. PROHIBITED CONDUCT**

### **a. Defined**

It is a violation of this policy to engage in any employment practice or procedure that treats an individual less favorably based upon any of the protected categories referred to in I(a) above. This policy pertains to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, demotion, discipline, compensation, fringe benefits, working conditions and career development.

It is also a violation of this policy to use derogatory or demeaning references regarding a person's race, gender, age, religion, disability, affectional or sexual orientation, ethnic background, or any other protected category set forth in I(a) above. A violation of this policy can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Discriminating against an individual with regard to terms and conditions of employment because of being in one or more of the protected categories referred to in I(a) above;
- Treating an individual differently because of the individual's race, color, national origin or other protected category, or because an individual has the physical, cultural or linguistic characteristics of a racial, religious, or other protected category;
- Treating an individual differently because of marriage to, civil union to, domestic partnership with, or association with persons of a racial, religious or other protected category; or due to the individual's membership in or association with an organization identified with the interests of a certain racial, religious or other protected category; or because an individual's name, domestic partner's name, or spouse's name is associated with a certain racial, religious or other protected category;

- Calling an individual by an unwanted nickname that refers to one or more of the above protected categories, or telling jokes pertaining to one or more protected categories;
- Using derogatory references with regard to any of the protected categories in any communication;
- Engaging in threatening, intimidating, or hostile acts toward another individual in the workplace because that individual belongs to, or is associated with, any of the protected categories;
- Displaying or distributing material (including electronic communications) in the workplace that contains derogatory or demeaning language or images pertaining to any of the protected categories.

b. Sexual Harassment

It is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

- Generalized gender-based remarks and comments;
- Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;

- Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mail, text messages, invitations, gestures or inappropriate comments about a person's clothing;
- Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity;
- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

### **III. EMPLOYEE RESPONSIBILITIES**

Any employee who believes that she or he has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment is encouraged to promptly report the incident(s) to a supervisor or directly to the County agency's Equal Employment Opportunity Officer or to any other persons designated to receive workplace discrimination complaints.

All employees are expected to cooperate with investigations undertaken pursuant to V below. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination of employment.

### **IV. SUPERVISOR RESPONSIBILITIES**

Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the County agency's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment. For purposes of this section and Model of EEO Procedures for Processing Internal Complaints Alleging Discrimination in the Workplace (State of New Jersey), a supervisor is defined broadly to include any manager

or other individual who has authority to control the work environment of any other staff member (for example, a project leader).

#### **V. COMPLAINT PROCESS**

The County shall follow the Gloucester County Internal EEO Complaint Procedure with regard to reporting, investigating, and where appropriate, remediating claims of discrimination/harassment (see HR 7.7. Exhibit F).

All investigations of discrimination/harassment claims shall be conducted in a way that respects, to the extent possible, the privacy of all the persons involved. The investigations shall be conducted in a prompt, thorough and impartial manner. The results of the investigation shall be forwarded to the County Administrator to make a final decision as to whether a violation of the policy has been substantiated.

Where a violation of this policy is found to have occurred, the County shall take prompt and appropriate remedial action to stop the behavior and deter its reoccurrence. The County shall also have the authority to take prompt and appropriate remedial action, such as moving two employees apart, before a final determination has been made regarding whether a violation of this policy has occurred.

The remedial action taken may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.

The County maintain a written record of the discrimination/harassment complaints received. Written records shall be maintained as confidential records to the extent practicable and appropriate.

#### **VI. PROHIBITION AGAINST RETALIATION**

Retaliation against any employee who alleges that she or he was the victim of discrimination/harassment, provides information in the course of an investigation into claims of discrimination/harassment in the workplace, or opposes a discriminatory practice, is prohibited by this policy. No employee bringing a complaint, providing information for an investigation, or testifying in any proceeding under this policy shall be subjected to adverse employment consequences based upon such involvement or be the subject of other retaliation.

Following are examples of prohibited actions taken against an employee because the employee has engaged in activity protected by this subsection:

- Termination of an employee;

- Failing to promote an employee;
- Altering an employee's work assignment for reasons other than legitimate business reasons;
- Imposing or threatening to impose disciplinary action on an employee for reasons other than legitimate business reasons;
- Ostracizing an employee (for example, excluding an employee from an activity or privilege offered or provided to all other employees).

**VII. FALSE ACCUSATIONS AND INFORMATION**

An employee who knowingly makes a false accusation of prohibited discrimination/harassment or knowingly provides false information in the course of an investigation of a complaint, may be subjected to administrative and/or disciplinary action, up to and including termination of employment. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

**VIII. CONFIDENTIALITY**

All complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.

**IX. ADMINISTRATIVE AND/OR DISCIPLINARY ACTION**

Any employee found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of employment. Referral to another appropriate authority for review for possible violation of State and Federal statutes may also be appropriate.

**XI. TRAINING**

The County shall provide all new employees with training on the policy and procedures set forth in this section along with the U.S. Equal Employment Opportunity Commission and the New Jersey Department on Civil Rights within a reasonable period of time after each new employee's appointment date. Refresher training shall be provided to all employees, including supervisors, within a reasonable period of time. The County shall also provide supervisors with training on a regular basis regarding their obligations and duties under the policy and regarding procedures set forth in this section.

<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 11/4/09</b>
<b>SECTION:</b>	<b>7 – PROHIBITION OF DISCRIMINATION, HARASSMENT OR HOSTILE ENVIRONMENTS IN THE WORKPLACE</b>	<b>REVISED: 7/24/19</b>

**EXHIBIT F  
COUNTY OF GLOUCESTER  
MODEL OF PROCEDURES FOR PROCESSING INTERNAL COMPLAINTS ALLEGING  
DISCRIMINATION IN THE WORKPLACE**



1. All employees and applicants for employment have the right and are encouraged to immediately report suspected violations of the County policy prohibiting discrimination in the workplace.
2. Every effort should be made to report complaints promptly. Delays in reporting may not only hinder a proper investigation, but may also unnecessarily subject the victim to continued prohibited conduct.
3. Supervisory employees shall immediately report all alleged violations of the County policy prohibiting discrimination in the workplace (Human Resources Manual: Chapter 7, Section 7) to the EEO Officer. Such a report shall include both alleged violations reported to the supervisor, and those alleged violations directly observed by the supervisor.
4. In order to facilitate a prompt, thorough and impartial investigation, all complainants are encouraged to submit a County of Gloucester Equal Employment Opportunity Internal Complaint Processing Form. An investigation may be conducted whether or not the form is completed.
5. During the initial intake of a complaint, the EEO Officer or authorized designee will obtain information regarding the complaint, and make recommendations to the County Administrator if interim corrective measures are necessary to prevent continued violations of the County's policy prohibiting discrimination in the workplace.
6. At the EEO Officer's discretion, a prompt, thorough, and impartial investigation into the alleged harassment or discrimination will be conducted by a third party designated as the EEO Investigator.

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7. An investigative report will be prepared by the EEO Investigator in collaboration with the EEO Officer or his or her designee when the investigation is completed. The report will include, at a minimum:
  - a. A summary of the complaint;
  - b. A summary of the parties' position; and
  - c. A summary of the facts developed through the investigation and an analysis of the allegations and facts.
8. The investigative report will be submitted to the County Administrator who will review the investigative report and make a determination as to whether the allegation of a violation of the County's policy prohibiting discrimination in the workplace has been substantiated. If a violation has occurred, the County Administrator or authorized designee will determine the appropriate corrective measures necessary to immediately remedy the violation.
9. The County Administrator or authorized designee will issue a final letter of determination to both the complainant(s) and the person(s) against whom the complaint was filed, setting forth the results of the investigation. To the extent possible, the privacy of all parties involved in the process shall be maintained in the final letter of determination.
10. Any employee or applicant for employment can file a complaint directly with external agencies that investigate discrimination/harassment charges in addition to utilizing this internal procedure. The time frames for filing complaints with external agencies indicated below are provided for informational purposes only. An individual should contact the specific agency to obtain exact time frames for filing a complaint. The deadlines run from the date of the last incident of alleged discrimination/harassment, not from the date that the final letter of determination is issued by the Administrator or designee.

**Employees may file complaints with the following external agencies:**

**New Jersey Department of Law & Public Safety**

**Division on Civil Rights (DCR)**

**(Within 180 days of the discriminatory act)**

Camden Regional Office  
One Port Center, 4th Floor  
2 Riverside Drive, Suite 402  
Camden, NJ 08103  
(856) 614-2550

Trenton Regional Office  
140 East Front Street  
6th Floor, P.O. Box 090  
Trenton NJ 08625-0090  
(609) 292-4605

Atlantic City Office  
26 Pennsylvania Avenue  
3rd floor  
Atlantic City, NJ 08401  
(609) 441-3100

**United States Equal Employment Opportunity Commission (EEOC)**

**(Within 300 days of the discriminatory act)**

Philadelphia District Office  
801 Market Street, Suite 1300  
Philadelphia, PA 19107-3127  
(215) 440-2600



A-2

**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:

**Area Plan Grant Modification** - \$216,451.00. These funds are a mid-year distribution to the 2019 Area Plan Contract bringing the total funding to \$1,749,458.00. These additional funds will allow the County to fully fund the contract obligations we have with outside service providers and with other County departments.

**Child Health 2019-2020 Lead Exposure Program** - \$146,000.00. This grant will provide blood level screening, case management and environmental interventions to children with elevated lead levels.

**Workfirst New Jersey** - \$1,545,459.00. This program provides readiness training to residents who are currently receiving public assistance. The training received may be literacy training, work readiness preparation or vocational training. The County has the responsibility of case management, which entails working one on one with clients to provide a variety of assistance that is needed for the client to become employed.

**Workforce Innovations And Opportunities Act – WIOA** - \$1,846,561.00. The purpose of this grant is to provide activities that will increase the job retention and earnings of participants and increase the occupational skill attainment by participants. This will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the economy.

**Workforce Learning Link** - \$38,000.00. These funds will be used to provide ABE/GED and literacy training for residents attending Rowan College at Gloucester County. This funding is part of the WorkFirst New Jersey program, which provides training to individuals in an effort to increase the quality of the workforce, reduce dependency on assistance programs and help residents to become self-sufficient.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie Burns,  
Clerk of the Board**

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING, L.P. FROM AUGUST 3, 2019 TO AUGUST 2, 2020 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT**

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

**WHEREAS**, the County of Gloucester has a need to purchase computer software and licensing fees, and it has been determined that the County can purchase said materials through State Contract No. A89850 from Dell Marketing, L.P., One Dell Way, Round Rock, TX 78682, from August 3, 2019 to August 2, 2020 in amount not to exceed \$200,000.00; and

**WHEREAS**, the contract shall be for estimated units of service on an as-needed basis and is open-ended, which does not obligate the County to make any purchase and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of the above-stated computer software and licensing fees from Dell Marketing, L.P., is hereby authorized through State Contract No. A89850, from August 3, 2019 to August 2, 2020, in an amount not to exceed \$200,000.00; and

**BE IT FURTHER RESOLVED**, before any purchase can be made pursuant to the within award, a certification must be obtained from the 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 July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-4

**RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC.  
FROM AUGUST 20, 2019 TO AUGUST 19, 2020 FOR \$30,981.00**

**WHEREAS**, the County of Gloucester requires annual license fees and maintenance for its proprietary Laserfiche electronic document management system which allows the County to deploy the latest upgrades, patches and technical support required to ensure the Laserfiche Platform remains optimized to its fullest potential; and

**WHEREAS**, the proprietary provider of said license fees and maintenance is Storage Engine, Inc. with offices at One Sheila Drive, Tinton Falls, NJ 07724; and

**WHEREAS**, the service related to this contract is the annual fees and maintenance of proprietary software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

**WHEREAS**, in accordance with N.J.S.A. 19:44A-20.4 et seq. this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, a certificate of availability has been provided by the County Treasurer certifying funds in the amount of \$30,981.00 pursuant to CAF #19-06066, which amount shall be charged against budget line item 9-01-20-140-001-20370.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to, a contract with Storage Engine, Inc. for the annual license fees and maintenance on the County's proprietary Laserfiche electronic document management system for \$30,981.00 from August 20, 2019 to August 19, 2020.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 24, 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  
STORAGE ENGINE, INC.**

**THIS CONTRACT** is made effective the 20<sup>th</sup> day of **August, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **STORAGE ENGINE, INC.** with offices at One Sheila Drive, Tinton Falls, NJ 07724, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has a need for license fees and maintenance regarding the proprietary Laserfiche electronic document management system which will allow the County to deploy the latest upgrades, patches and technical support required to ensure the Laserfiche Platform is optimized; and

**WHEREAS**, the services related to this contract are for support and maintenance of proprietary hardware and/or software which is integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts law as per N.J.S.A. 40A:11-5(dd); 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 effective for the period of one (1) year from August 20, 2019 to August 19, 2020.
2. **COMPENSATION**. The total compensation amount is \$30,981.00. 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 CONTRACTOR.** Contractor shall provide all aspects of software maintenance and annual license fees for the County's proprietary Laserfiche Electronic Document Management System in accordance with this Contract document, and as per Contractor's Quote #GLOUCESTER\_Lsap\_82019 and the terms and conditions therein, which is annexed hereto and made a part of this Contract.

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 Quote #GLOUCESTER\_Lsap-082019 dated June 13, 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>th</sup> day of **August, 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:**

**STORAGE ENGINE, INC.**

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



One Sheila Drive  
 Tinton Falls, NJ 07724  
 Tel: 866-734-8899 x 243  
 FAX: 732-747-6542  
 bobr@storageengine.com

**CUSTOMER**

Contact: David Brice  
 Name: County of Gloucester  
 Address: 1 North Broad St.  
 City, State, Zip: Woodbury, NJ 08096  
 Phone: 856-251-6752  
 Fax:  
 E-Mail: dbrice@co.gloucester.nj.us

**SHIP TO:**

Contact: same  
 Name:  
 Address:  
 City, State, Zip:  
 Phone:  
 Fax:  
 E-Mail:

Quote #: GLOUCESTER\_LSAP\_062919

Quote Expiration: 30 Days

QTY	PRODUCT	DESCRIPTION	Unit Price	Extended Price	Total Price
124	SEISYS-ENF01B	Laserfiche (LF) Rio Full User LSAP	\$ 140.00	\$ 17,360.00	\$ 17,360.00
1	SEISYS-ERMB	LF Rio Records Management LSAP	\$ 1,736.00	\$ 1,736.00	\$ 1,736.00
1	SEISYS-EFRMB	LF Rio Forms LSAP	\$ 1,736.00	\$ 1,736.00	\$ 1,736.00
1	SEISYS-EPXFRMB	LF Forms Enterprise Portal/Addon LSAP	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
1	SEISYS-QC4B	LF Quick Fields Basic LSAP	\$ 500.00	\$ 500.00	\$ 500.00
1	SEISYS-QCXB	LF Quick Fields Complete LSAP	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	SEISYS-QF-1B	LF ScanConnect LSAP	\$ 33.00	\$ 66.00	\$ 66.00
1	SEISYS-QE-10P	LF ScanConnect ID/PK LSAP	\$ 183.00	\$ 183.00	\$ 183.00
1	SEISYS-PLUS2B	LF Plus Publishing LSAP	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00

LSAP Total \$ 30,981.00

Note: 1) LSAPs above are from the period from 8/20/19 through 8/19/20.

x: _____		Purchase Order No.:
Authorized Signature		DATE:
<b>SEI CONFIDENTIAL</b>		Prepared by: Bob Rozinski
		Phone: 732-747-6995 x243
DELIVERY: 21 Days ARO		Fax: 732-747-6542
F.O.B. Tinton Falls, NJ		E-Mail: bobr@storageengine.com
Terms: Net 30		
Date of Quote:	13-Jun-19	
Storage Engine, Inc. Standard Terms and Conditions Apply		

TERMS & CONDITIONS

This agreement is between you the Buyer and Storage Engine, Inc., of Triton Falls, N. J.

1. PRICES

Storage Engine Products are comprised of (1) third party products which are covered under the respective manufacturers' warranties and (2) Storage Engine designed proprietary products. Retail prices for Storage Engine Products shall be in accordance with the Standard Storage Engine Price List in effect at the time Storage Engine accepts a purchase order from BUYER or as specified on an authorized Storage Engine quotation in force at the time the order is placed at Storage Engine's sole option. Storage Engine prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future (collectively "Taxes"). BUYER agrees and acknowledges that it is responsible for payment of any and all Taxes. Notwithstanding the preceding sentence, in the event that Storage Engine is required to pay or credit any such payment with regard to Taxes, BUYER shall reimburse Storage Engine for such amount and any costs associated thereto. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, the BUYER will obtain and procure such certificate, document or proceeding, present this to Storage Engine prior to shipment and hold Storage Engine harmless from liability arising therefrom.

2. DELIVERY

A. Delivery will be made F.O.B. Storage Engine's plant, Triton Falls, New Jersey. The time of delivery is the time when the Storage Engine product is to be delivered in ready for pickup by the carrier. Storage Engine Products held or stored for the BUYER shall be at the sole risk of the BUYER. The BUYER shall also be liable for the expense of holding or storing such products at his request and for the purchase of any shipping insurance.  
B. Storage Engine shall not be liable for any damage or penalty for delay in delivery or for failure to give notice of delay when such delay is due to: elements, acts of God, acts of the BUYER, acts of civil or military authority, priorities, fire or floods, or epidemics, quarantine restrictions, war, riots, strikes, differences with vendors, accidents to machinery, vehicle shortages, delays in transportation, delays in delivery by Storage Engine's vendors, or any other cause beyond the reasonable control of Storage Engine. The delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this clause.

C. Ownership of the products (not including certain licensed software products and documentation) shall pass to the BUYER upon delivery by Storage Engine. However, Storage Engine shall retain a purchase-money security interest in all such products sold pursuant to this Agreement, together with all parts, fittings, accessories, special tools, manuals and replacements, now or hereafter assigned by BUYER and to the products thereof (less the full purchase price and all other amounts due or to become due to Storage Engine) until the BUYER agrees to execute appropriate financing statements or other documents as Storage Engine may deem necessary to protect its security interest and to pay all expenses for recording thereof. Upon any default by the BUYER under this Agreement, Storage Engine shall have all of its rights and remedies of a secured creditor under the Uniform Commercial Code or other applicable laws and equity, which rights shall be cumulative.

3. SOFTWARE LICENSE

All software and related documentation provided as part of this order is subject to the terms and conditions of the Storage Engine Software License Agreement attached hereto and made a part hereof.

4. SHIPMENT

In the absence of specific instructions, Storage Engine will select the carrier, but such carrier shall not be the agent of Storage Engine, nor shall Storage Engine assume any liability or cost with respect to the shipment.

5. PAYMENT TERMS

Terms are net cash upon delivery, except where satisfactory open account credit is established, in which case terms are net 30 days from date of invoice. Storage Engine reserves the right to revoke any credit extended at Storage Engine's sole discretion. Invoices will be used on delivery and, in case of authorized deliveries in installments, the BUYER agrees to pay such invoices when due regardless of other scheduled deliveries.

6. DOCUMENTATION

Storage Engine will supply documentation applicable to the Storage Engine products ordered and normally supplied at no charge with Storage Engine product. Such documentation shall include a set of operator's instructions. The BUYER acknowledges that all Storage Engine documentation and software or any and all third party documentation and software which is distributed by Storage Engine may only be used by BUYER pursuant to certain license agreements. Each applicable license agreement must be accepted by the parties as a condition precedent to BUYER's use. BUYER agrees to abide by such terms and conditions and indemnify Storage Engine for any breach of its obligations contained therein.

7. DATA, PROPRIETARY RIGHTS IN DATA

Storage Engine routinely supplies data for the proper installation, testing, operation and maintenance of its products. Portions of this data are proprietary to Storage Engine and other specified third parties and are covered by copyright, trademark, patent, trade secret and other intellectual property laws and may contain certain markings and legends. The BUYER agrees to treat such data as proprietary to Storage Engine and to such specified third parties and abide by the terms of such markings and legends. BUYER agrees and acknowledges that it shall be liable for and indemnify Storage Engine for all loss or damage incurred by Storage Engine as a result of the improper or unauthorized use or misuse of such data or failure to comply with the terms of such markings and legends. Storage Engine retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any products specified, and any and all applicable copyrights, and to all discoveries, inventions, patent rights including all improvements and derivatives thereof, arising out of work done in connection with any and all applicable agreements between the parties and to any and all products developed as a result thereof, including the sole right to manufacture or to have manufactured or to license the manufacture of any and all such products.

8. PATENT INDEMNITY

As to Storage Engine-designed proprietary products, Storage Engine, at its own expense, will defend any suit against the BUYER for infringement of any duly-issued United States patent existing as of the time that BUYER orders such Storage Engine-designed proprietary products based on BUYER's use of such Storage Engine-designed proprietary products as specified in any applicable documentation provided the BUYER notifies Storage Engine promptly in writing of any action (and all prior claims relating to such action) and gives Storage Engine sole control of the defense of any such action and all negotiations for its settlement or compromise, and is in compliance with the terms and conditions of this document as well as any related license executed between the parties.

Exception: Storage Engine assumes no obligation to defend, or liability for any damages (including direct, consequential or incidental damages) resulting from infringement in any non-Storage Engine proprietary products or the use of any Storage Engine designed proprietary products in combination with any third party products (including hardware and software) or any and all modifications and/or alterations to the Storage Engine-designed proprietary products.

At its option, Storage Engine may at any time replace or modify any Storage Engine-designed proprietary products so that they become non-infringing, provided, however, such replacement or modification does not materially affect performance of the products. No costs or expenses shall be incurred for the account of Storage Engine without Storage Engine's written consent. In no event shall Storage Engine's total liability under this clause exceed the purchase price of such alleged infringing product. The foregoing states the entire liability of Storage Engine with regard to patent infringement.

BUYER shall indemnify and hold harmless, Storage Engine from any loss, cost, or expense suffered or incurred in connection with any claim, suit or proceeding brought against Storage Engine to the extent it is based on a claim that the use, manufacture or sale of any product delivered hereunder or modified, altered or combined by BUYER or any third party with equipment, devices, or software not supplied and authorized by Storage Engine constitutes an infringement based on such acts by BUYER or any third party.

9. PURCHASE ORDERS AND FORECASTS

BUYER shall submit to Storage Engine the following materials: (1) BUYER'S Initial Purchase Order covering Products and (2) BUYER'S Initial Forecast of Products to which order during the Term. Quarterly updates and, if requested, periodic interim updates of the Initial Forecast shall be submitted by BUYER to Storage Engine (where applicable). The Initial Purchase Order and subsequent purchase orders shall reference and incorporate the terms and conditions set forth herein and shall set forth the products ordered, applicable prices, scheduled delivery dates, and shipping instructions. All purchase orders are subject to acceptance by Storage Engine which shall be deemed to have occurred upon the signing by a duly-designated officer of Storage Engine of the purchase order.

10. CONFIDENTIAL INFORMATION

BUYER acknowledges that it has access to and shall become familiar with secret and confidential information of Storage Engine which is required to be maintained as secret and confidential to ensure the continued success of Storage Engine. Without prior written consent of Storage Engine, BUYER will not disclose to any person or entity any such confidential information. The term "confidential information" does not include information which (1) becomes generally available to the public other than as a result of a disclosure by BUYER or its representatives, (2) was available to BUYER on a non-confidential basis prior to its disclosure to BUYER by Storage Engine or its representatives, or (3) becomes available to BUYER on a non-confidential basis from a source other than Storage Engine or its representatives, provided, however, that such source is not bound by a confidentiality agreement with Storage Engine or its representatives.

11. WARRANTY

A. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH WITHIN STORAGE ENGINE'S WARRANTY POLICY, STORAGE ENGINE GRANTS NO WARRANTIES, EITHER EXPRESSED OR IMPLIED ON PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL STORAGE ENGINE BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUE OR PROFITS OF BUYER RESULTING FROM OR ARISING OUT OF BREACH OF THIS WARRANTY AND/OR USE OR FAILURE OF THE ABOVE SPECIFIED PRODUCTS' WHETHER OR NOT STORAGE ENGINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STORAGE ENGINE'S LIABILITY HEREUNDER EXCEED AMOUNTS RECEIVED BY STORAGE ENGINE FROM BUYER FOR SUCH SPECIFIED PRODUCT. This warranty is contingent upon proper use of the Storage Engine Products and does not cover such products that have been released or modified by any third party or which have been subjected to unusual physical or electrical stress, or which the original identification marks have been removed or altered.

12. ACCEPTANCE OF COMPUTERS AND COMPUTER OPTIONS

The criteria for acceptance of Storage Engine Products, computers and computer options shall be the successful operation of the equipment using Storage Engine's standard test procedures and programs applicable to the system involved. Storage Engine does not include demonstrations or testing of any computer software system as part of computer acceptance tests. All acceptance tests shall be run by Storage Engine personnel at Triton Falls, New Jersey. If so requested in writing, and upon Storage Engine's request, not to be unreasonably withheld, the BUYER will receive a minimum of 24 hours notice to witness the tests.

13. SUBSTITUTIONS AND MODIFICATIONS

Storage Engine reserves the right to make substitutions and modifications in the specifications of equipment designed by Storage Engine providing that such substitutions or modifications will not materially affect performance of the equipment.

14. CANCELLATIONS

The BUYER shall be liable for the payment of one week cancellation charges, which shall not exceed the retail price of the items canceled and including but not limited to expenses already incurred by Storage Engine, actual liabilities against commitments incident to the order involved, and properly allowable indirect charges as well as a reasonable profit.

For purposes of this paragraph, any delivery delay requested by BUYER will be considered a cancellation unless agreed to in writing by an authorized representative of Storage Engine by acknowledgment of a purchase order amendment that specifies the payment of any agreed upon costs such delay imposes on Storage Engine.

15. GENERAL

A valid contract binding upon Storage Engine will come into being only at the time a formal written acceptance of the order is dispatched to the BUYER by a duly-authorized agent of Storage Engine at Triton Falls, New Jersey. This contract is made in, governed by, and shall be construed in accordance with the laws of the State of New Jersey. This contract is not assignable and any attempt to assign any rights, duties or obligations under this contract will be void. All Storage Engine rights and remedies, whether evidenced hereby or by any other contract, instrument or paper shall be cumulative and may be exercised singly or concurrently. In the event either party shall on any occasion fail to perform any term of this contract and the other party shall not enforce this term, there is no bar to that occasion shall not prevent enforcement on any other occasion.

16. MODIFICATION

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the BUYER for any product sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized officer of Storage Engine at Triton Falls, New Jersey.

SUPPLEMENTARY TERMS AND CONDITIONS OF SALE

Applicable to the Sale of Products for U. S. Government End-Use

The following clauses set forth in the Armed Services Procurement Regulations, as in effect on the date hereof, are incorporated herein when a Government contract number is specified on this contract. In the clauses marked with "\*", the term "Contractor" shall mean Seller; and "Government" shall mean BUYER or the Government. If this contract is placed under a Historical Arms and Space Administration prime contract, reference to ASPR clauses is below or elsewhere in the order shall be deemed to have reference to the equivalent, if any, NASA, PR clauses.

6-04.5

7-103.2

7-103.13

7-103.16

7-104.16

In addition to the above, Storage Engine certifies that its facilities are non-segregated and Storage Engine is an Equal Opportunity Employer.

**County of Gloucester Purchasing Department**

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

<b>PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS</b>	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	19-06066

Pg

**SHIP TO**

GLOUC. CO I.T DEPARTMENT  
2 SOUTH BROAD STREET  
WOODBURY, NJ 08096  
ATTN: AMY GREGG

**VENDOR**

VENDOR #. STORA020  
STORAGE ENGINE INC  
WORLD HEADQUARTERS  
ONE SHEILA DRIVE, BLDG 6-A  
TINTON FALLS, NJ 07724

ORDER DATE: 07/10/19  
REQUISITION NO: R9-20834  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
124.00	SEISYS-ENF01B LASERFICHE (LF) RIO FULL USER LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	140.0000	17,360.00
1.00	SEISYS-ERMB LF RIO RECORDS MANAGEMENT LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	1,736.0000	1,736.00
1.00	SEISYS-EFRMB LF RIO FORMS LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	1,736.0000	1,736.00
1.00	SEISYS-EPXFRMB LF FORMS ENTERPRISE PORTAL ADD-ON LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	4,800.0000	4,800.00
1.00	SEISYS-QC4B LF QUICK FIELDS BASIC LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	500.0000	500.00
1.00	SEISYS-QCXB LF QUICK FIELDS COMPLETE LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	3,000.0000	3,000.00
2.00	SEISYS-QF-1B LF SCANCONNECT LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	33.0000	66.00
1.00	SEISYS-QF-10B LF SCANCONNECT 10 PK LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	183.0000	183.00
1.00	SEISYS-PLUS2B LF PLUS PUBLISHING LSAP	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	1,600.0000	1,600.00
	EXISTING LSAP CONTRACT RENEWAL QUOTE# GLOUCESTER_LSAP_082019 ONE YEAR TERM: 8/20/2019-08/19/2020 RESOLUTION PASSED 7/24/2019			
			TOTAL	30,981.00

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 _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	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 _____	<p style="text-align: center;"><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p style="text-align: center;">TREASURER / CFO <i>Rimbas</i> QUALIFIED PURCHASING AGENT</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**



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: Storage Engine, Inc.  
Signed: Bob Rozinski Title: Sr. Consultant ECMS  
Print Name: Bob Rozinski Date: 6/13/19

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.

**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: Storage Engine, Inc.  
Signed: Bob Bozinski Title: Sr. Consultant ECMC  
Print Name: Bob Bozinski Date: 6/13/19

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.

A-5

**RESOLUTION AMENDING THE CONTRACT WITH CONTINUANT, INC.  
FOR AN INCREASE OF \$9,584.00 THROUGH FEBRUARY 28, 2020**

**WHEREAS**, the County of Gloucester ("County") entered into a contract on February 1, 2017 with Continuant, Inc. for the purchase, installation, licensing and maintenance of new and existing Avaya equipment, as per bid PD-017-006, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, by Resolution adopted February 6, 2019, the County exercised its option to extend the contract for a period of one (1) year from March 1, 2019 to February 28, 2020, and increased the maintenance portion of the contract by \$2,797.08, resulting in a total amount of \$42,590.76 for said maintenance; and

**WHEREAS**, it is necessary increase the amount required for equipment (\$4,470.00) and licensing and maintenance (\$5,114.00), to include software and programming at the County 911 building in Clayton, the Health and Human Services Departments, and the historic Court House, resulting in a total contract increase of \$9,584.00; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF #19-02114 (\$4,470.00) and CAF #19-05898 (\$5,114.00) which amounts shall be charged against budget line item 9-01-20-140-001-20370; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the Amendment, 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 Freeholder Director is hereby authorized to execute and the Board Clerk to attest, an amendment to the contract with Continuant, Inc. for a total increase of \$9,584.00, resulting in a new total contract amount of \$102,174.76 through February 28, 2020.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CONTINUANT, INC.**

**THIS** is an amendment to the contract entered into on the 1<sup>st</sup> day of **February, 2017** by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **CONTINUANT, INC.**, with an address of 5050 20<sup>th</sup> Street E, Fife, WA 98424, hereinafter referred to as "**Contractor**".

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

This Amendment shall increase the Contract by \$9,584.00 (\$4,470.00 for equipment and \$5,114.00 for maintenance and licensing) required through February 28, 2020 regarding software and programming at the County's 911 building, the Health and Human Services Departments, and the historic Court House, as per Contractor's Quote 03132019-GCC-SM-DT dated March 13, 2019.

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 25<sup>th</sup> day of **July, 2019**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CONTINUANT, LLC**

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

**Title:**



# Solution Proposal

**Continuant**  
 5050 20th Street E  
 Fife, WA. 98424  
**Solutions Quote:** 03132019-GCC-SM-DT  
 Dennis R. Tyler

**Gloucester County Courthouse**  
 1 North Broad Street  
 Woodbury, NJ 08096

March 13, 2019

## Avaya Session Manager Implementation

### Continuant Summary:

SOW for Setup and Implementation of the 2<sup>nd</sup> Avaya Session Manager for Gloucester County Courthouse. The new Session Manager Server will be shipped to Continuant for pre-install Software Preparation and Programming. The Session Manager software will be loaded and configured for the site and shipped to customer location for physical installation. Gloucester personnel will receive and rack/stack server and connect to the network. Continuant will support the remote install remotely. Once installed the Session Manager will be synchronized with the System Manager.

Continuant will provide remote support for testing of the Session Manager.

### Equipment

Part Number	Description	Qty	Per Unit	Extended Price
	See TCT Technologies Proposal			

### Professional Services

Part Number	Description	Qty	Extended
Labor - Continuant	Turn-Key Design, Install, Cut-Over, Testing - See Scope of Work for details	1	\$4,470.00

Continuant  
5050 20th Street E  
Fife, WA. 98424  
Solutions Quote: 03132019-GCC-SM-DT  
Dennis R. Tyler

Gloucester County Courthouse  
1 North Broad Street  
Woodbury, NJ 08096

March 13, 2019

**Project Totals**



EQUIPMENT	\$0.00
LABOR	\$4,470.00
SUPPORT	\$0.00
<b>TOTAL</b>	<b>\$4,470.00</b>

**Payment Terms and Authorization**

**Payment Terms:** Equipment: 100% of the Equipment purchase price as stated herein shall be billed to Customer once shipped by Continuant.  
Labor: Labor shall be invoiced in 30 day increments or upon completion, whichever comes first.

**Pricing Valid Through:** April 12, 2019

**Shipping and Tax:** Shipping charges and tax to be billed as actuals on final invoice.

**Other Notes:** Travel charges not included unless noted. Travel expenses will be invoiced once incurred. Budgetary proposals are estimates only. Continuant cannot guarantee pricing beyond 30 days.

By Signing, you agree to the Terms listed above in addition to any other governing Agreements that may exist between you and Continuant. Should a conflict exist, these terms shall apply. Any software or services, including software support, purchased by Continuant from a third party as requested by Customer under this SOW may not be cancelled during the term of the SOW.

**INVOICING AND PAYMENT:** Project orders shall be invoiced in segments. Terms are subject to credit approval. Progress Payments Due Net 30. Any overdue and unpaid portion of the invoice will bear interest, compounded at one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less.

Gloucester County

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



Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**County of Gloucester Purchasing Department**

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	19-02114

Pg. 1

<b>S H I P T O</b>	GLOUC. CO I.T DEPARTMENT 2 SOUTH BROAD STREET WOODBURY, NJ 08096 ATTN: AMY GREGG
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ORDER DATE: 03/14/19  
REQUISITION NO: R9-16795  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

<b>V E N D O R</b>	VENDOR #: CONTI018 CONTINUANT, INC. 5020 20TH STREET, E. FIFE, WA 98424
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**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LABOR - CONTINUANT TURN-KEY DESIGN, INSTALL, CUT-OVER, TESTING AS PER QUOTE# 03132019-GCC-SM-DT  SOW FOR SETUP AND IMPLEMENTATION OF THE 2ND AVAYA SESSION MANAGER FOR FLOUCESTER COUNTY. THE NEW SESSION MANAGER SERVER WILL BE SHIPPED TO CONTINUANT FOR PRE-INSTALL SOFTWARE PREPARATION AND PROGRAMMING. THE SESSION MANAGER SOFTWARE WILL BE LOADED AND CONFIGURED FOR THE SITE AND SHIPPED TO CUSTOMER LOCATION FOR PHYSICAL INSTALLATION. GLOUCESTER PERSONNEL WILL RECEIVE AND RACK/STACK SERVER AND CONNECT TO THE NETWORK. CONTINUANT WILL SUPPORT THE REMOTE INSTALL REMOTELY. ONCE INSTALLED THE SESSION MANAGER WILL BE SYNCHRONIZED WITH THE SYSTEM MANAGER. CONTINUANT WILL PROVIDE REMOTE SUPPORT FOR TESTING OF THE SESSION MANAGER.  PLEASE GIVE PAPERWORK TO AMY GREGG (NEED A COPY OF THE PROPOSAL SIGNED)	9-01-20-140-001-20370 Equipment Svc Maintenance Agreements	4,470.0000	4,470.00
			TOTAL	4,470.00

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

# Sales Proposal

# Continuant.

Gloucester County Courthouse

1 North Broad Street  
Woodbury, New Jersey 08096  
(856) 307-7113  
Agreement number:

Continuant, Inc

5050 20th Street East  
Fife, Washington 98424  
(800) 652-9920

### Proposal Summary

This quote is to complete the necessary updates to the servers located at 911 Clayton, The Health Department, The Historic Courthouse, and the Human Services locations.

### Equipment

Qty	Mfg. Part	Description	Unit Price	Purchase Price
1	Professional Services	Professional Services	\$ 2,250.00	\$ 2,250.00

### Labor

Qty	Labor Type	Description	Unit Price	Purchase Price
16.0	LABOR-VOICE-ADV-HRLY	LABOR-VOICE-ADV-HRLY	\$ 179.00	\$ 2,864.00

Equipment Subtotal \$ 2,250.00

Labor Subtotal \$ 2,864.00

Total Purchase Price \$ 5,114.00

I agree to the terms and conditions  
of this Agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Print Signature

\_\_\_\_\_  
Title

**County of Gloucester Purchasing Department**

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

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 19-05898

ORDER DATE: 07/02/19  
REQUISITION NO: R9-20727  
DELIVERY DATE:  
STATE CONTRACT: PD-17-006  
ACCOUNT NUM:

Pg

**SHIP TO**  
GLOUC. CO I.T DEPARTMENT  
2 SOUTH BROAD STREET  
WOODBURY, NJ 08096  
ATTN: AMY GREGG

**VENDOR**  
CONTINUANT, INC.  
5020 20TH STREET, E.  
FIFE, WA 98424  
VENDOR #: CONT1010

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROFESSIONAL SERVICES	9-01-20-140-001-20370	2,250.0000	2,250.00
16.00	LABOR-VOICE-ADV-HRLY	9-01-20-140-001-20370	179.0000	2,864.00
	THIS QUOTE IS TO COMPLETE THE NECESSARY UPDATES TO THE SERERS LOCATED AT 911 CLAYTON, HEALTH DEPARTMENT, OLD COURTHOUSE AND HUMAN SERVICES LOCATIONS. PD:17-006	Equipment Svc Maintenance Agreements		
	PLEASE RETURN PAPERWORK TO AMY GREGG (WILL NEED COPY OF SIGNED PROPOSAL)	Equipment Svc Maintenance Agreements		
			TOTAL	5,114.00

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.		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
X VENDOR SIGN HERE	DATE		
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	DATE
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING AND APPROVING THE  
BILL LISTS FOR THE MONTH OF JULY 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 July 19, 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 also reviewed and approved by the County Treasurer for the monthly period ending July 19, 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the County’s bill list for the period ending July 19, 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 July 19, 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, July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE AND THE GLOUCESTER COUNTY ANIMAL SHELTER FOR ANIMAL CRUELTY CASES**

**WHEREAS**, the Prosecutor's Office and the Animal Shelter have a need to share resources and services related to animal cruelty cases; and

**WHEREAS**, N.J.S.A. 40A:65-1 specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

**WHEREAS**, the shared services will include, but not necessarily be limited to, the Animal Shelter providing assistance and services based on shelter capacity and the Prosecutor's Office issuing standard operating procedures to the municipal humane law enforcement officers and Animal Shelter for proper chain of custody of evidence for animal cruelty investigations and prosecution; and

**WHEREAS**, the agreement is for a term of five years, from July 24, 2019 to July 23, 2024; and

**WHEREAS**, Charles A. Fiore, Prosecutor and William Lombardi, Director of the Animal Shelter are authorized by the County of Gloucester to execute the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Board approves and authorizes the Agreement between the Gloucester County Prosecutor's Office and the Gloucester County Animal Shelter for animal cruelty cases and Charles A. Fiore, Prosecutor and William Lombardi, Director of the Animal Shelter are authorized to execute the Agreement.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 24, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

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**AGREEMENT FOR ANIMAL CRUELTY CASES**

**by the**

**GLOUCESTER COUNTY PROSECUTOR'S OFFICE**

**and**

**GLOUCESTER COUNTY ANIMAL SHELTER**

**Dated:** July 24, 2019

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*Prepared by:* Eric M. Campo,  
Assistant County Counsel

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**AGREEMENT FOR PERSONNEL**

**THIS AGREEMENT** ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Gloucester County Prosecutor's Office, a Local Unit of the County of Gloucester, State of New Jersey ("Prosecutor' Office"), and Gloucester County Animal Shelter, a Local Unit of the County of Gloucester, State of New Jersey ("Animal Shelter").

**RECITALS**

**WHEREAS**, the Prosecutor's Office and the Animal Shelter have a need to share resources and services related to animal cruelty cases; and

**WHEREAS**, N.J.S.A. 40A:65-1 specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

**NOW, THEREFORE**, it is agreed between the Prosecutor's Office and the Animal Shelter to enter into this Agreement for sharing resources and services between the participating parties as follows:

**AGREEMENT**

**A. DESCRIPTION OF SERVICES.**

The Shared Services will therefore include, but not necessarily be limited to, the following:

*The Animal Shelter will provide resources and services to assist the Gloucester County Prosecutor's Office with animal cruelty cases.*

*The Animal Shelter will provide assistance and services based on shelter capacity at the time; however, if shelter services are required beyond 30 days, the animals/evidence will be subject to extended stay care in outside boarding facility.*

*In the event extended stay care is necessary in an animal cruelty case, each municipality and/or County Prosecutor should contract with a boarding facility, as the Animal Shelter is not a long term care facility. The State may contract with the following long-term facilities:*

*Halo House Animal Resort: 856-694-0980  
All Star Kennels (Sewell) : 856-337-4425  
Karma Kennels (Clayton): 856-881-2109  
Dog Patch Kennel (Woolwich): 856-467-2144  
Joyful Acres (Pilesgrove): 856-769-5471*

*The County Prosecutor shall issue standard operating procedures to the municipal humane law enforcement officers and Animal Shelter office for proper chain of custody of evidence for animal cruelty investigations and prosecution.*

*The County Prosecutor shall issue standard operating procedures as the Chief Humane Law Enforcement Officer for all investigations and prosecutions of animal cruelty. These shall include initial investigations, review by Animal Control, reporting by Animal Control to municipal humane law enforcement officer, reporting from municipal humane law enforcement officers to the County Prosecutor, and prosecuting cases.*

*Each municipality's police department shall make a request for animal impoundment assistance through the Prosecutor's Office. The Prosecutor's Office will contact the Animal Shelter. All requests to the Animal Shelter must come through the Prosecutor's Office, unless imminent harm or safety of the animal is a basis.*

*In the event animals need to be removed/seized, the Animal Shelter shall be the lead agency in regards to the methods of capture, containment, transport, care, et cetera.*

*The Animal Shelter/Animal Control office shall be provided ample notice of at least 48 (72) hours' notice of impoundment, unless there is imminent harm to seized animals as per Title 4 so sheltering and staffing preparations can be made.*

*The Animal Shelter/Control office shall be listed and authorized on any warrants of removal or entry in conjunction with municipal humane law enforcement officer(s).*

*Each municipality or the Gloucester County Prosecutor's Office may/shall have an agreement/contract with a local veterinarian for assessment of animals seized under this agreement. In the event no agreement/contract is in place, the Animal Shelter will provide services at the defendant's expense.*

This Agreement shall authorize the parties to enter into Shared Services Agreements or Memorandum of Understandings with other Government entities including Municipalities to share resources and services related to animal cruelty cases as needed.

**B. DURATION OF AGREEMENT.**

This Agreement shall be effective for a period of five (5) years, beginning July 24, 2019 and terminating July 23, 2024 2024.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least six (6) months prior to the designated termination date.

**C. COMPENSATION.**

The Gloucester County Animal Shelter shall provide assistance and services for animal cruelty cases through the Gloucester County Prosecutor's Office. The Prosecutor's Office will seek reimbursement from the Defendant of the case for all costs related to the assistance and services provided by the Animal Shelter, which includes but is not limited to veterinary care, evaluations, food, care, equipment, etc.

Additionally, the Prosecutor's Office shall place all monies obtained through fines by the Defendant into a separate account to be paid through Probation to offset future expenses of care.

**D. COMPLIANCE WITH LAWS AND REGULATIONS.**

The Prosecutor's Office and Animal Shelter agrees that it will, at its own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements, which may be applicable to the performance of the services described in this Agreement.

**E. MISCELLANEOUS.**

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.
2. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
4. **Further Assurances and Corrective Instruments.** The Prosecutor's Office and Animal Shelter shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguities of this Agreement.
5. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
6. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.
7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

**F. EQUIPMENT.**

Each party shall retain ownership of any equipment and jurisdiction over assistance and services by each particular entity.

**G. PARTICIPATION AND COOPERATION.**

Both parties agree to participate in this Agreement and to cooperate fully to enhance the services to be rendered by the County.

**H. LEGAL AUTHORITY.**

This Agreement for Shared Services pursuant to N.J.S.A. 40A:65-4, which provides for Agreements for Shared Services wherein a Local Unit may enter into an Agreement with any other Local Unit or Unit to provide or receive any service that it is empowered to provide or receive in its jurisdiction.

**I. EFFECTIVE DATE.**

This Agreement shall be effective as of this \_\_\_\_\_ of \_\_\_\_\_, 2019, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

ATTEST:

\_\_\_\_\_

PROSECUTOR'S OFFICE



CHARLES A. FIORE, PROSECUTOR

ATTEST:

\_\_\_\_\_

ANIMAL SHELTER



WILLIAM LOMBARDI, DIRECTOR

# **Recommended Animal Control Ordinances to Authorize Gloucester County Animal Control to conduct Initial Investigation of Animal Cruelty reports**

## **ANIMAL CRUELTY INVESTIGATIONS**

Gloucester County Animal Control Officers (GCACO), or other designate, may investigate, and/or require compliance for violations pursuant to N.J.S.A.4:22. In the event the GCACO, or designate sees, or recognizes a potential criminal situation, or the need arises where a criminal investigation is warranted, the GCACO shall make contact/report to the Municipal Humane Law Enforcement Officer for further action. The GCACO may continue to contribute to the investigation as requested or required.

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## MHLEO Contact Information by Town (Supervisors Only)

Municipality	HLEO Contact Name	HLEO E-Mail Address	HLEO Phone #	Police Dept. #
Clayton	Det. Michael Foley	mfoley@claytonnj.com		881-2301
Deptford	Sgt. Gigante	kgigante@deptford-nj.org		845-2223
East Greenwich	Kyle Spears	kspears@egpd.org	423-4322 x231	423-4322
Elk	Det. Joseph Pierson	jpierson@elktownshipnj.gov		881-6688
Franklin	Anthony Rojas	arojas@franklintownship.com	609-805-3354	694-1415
Glassboro	Ricky Watt Julie Howery Jack Manning Dante Iaspata	rewatt@glassboropd.org jhowery@glassboropd.org jmanning@glassboro.org dIaspata@glassboropd.org		881-1501
Greenwich	Robert Becker	rbecker@greenwichpd.com	609-458-0858	423-1900
Harrison	Adam McEvoy	amcevoy@htwpd.us		478-6839
Logan	Det. Marie Frey	mfrey@loganpdnj.org		467-0061
Mantua	Ptl. K. Shields Ptl. J. Bair	kmshields@mantuatownship.com jbair@mantuatownship.com	856-649-2275	856-468-1920
Monroe	Det. Jules Maiorano Det. Kevin Bielski	jmaiorano@monroetownshipnj.org kbielski@monroetownshipnj.org	728-9800 x236	728-9800
National Park	See West Deptford			
Newfield	See Franklin			697-0577
Paulsboro	John Sierocinski	jsierocinski@paulsboropd.com	(609)820-3377	423-1101
Pitman	EJ Parker Marshall Pierson	eparker@pitmanpd.org mpierson@pitmanpd.org		589-3501
South Harrison	Lt. Sean Weston	sweston@southharrison-nj.org		769-2879
Swedesboro	See Woolwich			
Washington	Jay Sims Fred Volpe	JASims@pd.twp.washington.nj.us FJVolpe@pd.twp.washington.nj.us		256-1212
Wenonah	See Mantua			
West Deptford	n/a			853-4599
Westville	Ptl. O'Connell	woconnell@westville.nj.com		456-9444
Woodbury City	Jeff Pitzo	jpitzo@woodburypd.com	609-221-9573	845-0065
Woodbury Heights	Rich Gambale	rgambale@whpdnj.com	609-820-0753	848-6707
Woolwich	Lt. Morgan C. Rucker	jmorgan@woolwichtwp.org crucker@woolwichtwp.org		476-1667





**G. PARTICIPATION AND COOPERATION.**

Both parties agree to participate in this Agreement and to cooperate fully to enhance the services to be rendered by the County.

**H. LEGAL AUTHORITY.**

This Agreement for Shared Services pursuant to N.J.S.A. 40A:65-4, which provides for Agreements for Shared Services wherein a Local Unit may enter into an Agreement with any other Local Unit or Unit to provide or receive any service that it is empowered to provide or receive in its jurisdiction.

**I. EFFECTIVE DATE.**

This Agreement shall be effective as of this \_\_\_\_\_ of \_\_\_\_\_, 2019, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

ATTEST:

\_\_\_\_\_

PROSECUTOR'S OFFICE

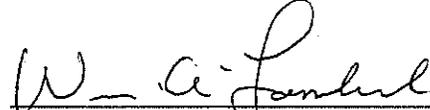


CHARLES A. FIORE, PROSECUTOR

ATTEST:

\_\_\_\_\_

ANIMAL SHELTER



WILLIAM LOMBARDI, DIRECTOR

B-2

**RESOLUTION AUTHORIZING A CONTRACT WITH TRACK GROUP, INC. FROM  
JULY 11, 2019 TO JULY 10, 2021 AT NO COST TO THE COUNTY**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for an active GPS tracking home electronic detention system with victim alerts per bid specifications at PD 19-035; and

**WHEREAS**, the bids were publicly received and opened on July 11, 2019; and

**WHEREAS**, after following proper bidding procedure, it was determined that Track Group, Inc. located at 200 East 5<sup>th</sup> Avenue, Suite 100, Naperville, IL 60563 was the lowest responsive and responsible bidder for an active GPS tracking home electronic detention system with victim alerts from July 11, 2019 to July 10, 2021, with the County having the option to extend the Contract from one (1) year period or two (2) one (1) year periods ; and

**WHEREAS**, there is no cost to the County for the GPS tracking home detention system as the offender compensates Track Group, Inc. directly, therefor a Certificate of Availability of Funds has not been issued.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the award of a Contract with Track Group, Inc. for active GPS tracking home electronic detention system as set forth in PD 19-035, from July 11, 2019 to July 10, 2021, at no cost to the County, with the County having the option to extend to Contract for one (1) two (2) year periods or two (2) one (1) year period.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 24, 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  
TRACK GROUP, INC.**

**THIS CONTRACT** is made effective this 24<sup>th</sup> day of **July, 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 **TRACK GROUP, INC.**, with an address of 200 East 5<sup>th</sup> Avenue, Suite 100, Naperville, IL 60563, hereinafter referred to as "**Vendor**."

**RECITALS**

**WHEREAS**, the County, through its Department of Correctional Services, has a need to contract for an active GPS tracking home electronic detention system with victim alerts as set forth in bid specifications PD 19-035 (hereinafter "specifications"); 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, County and Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM OF CONTRACT.** This Contract shall be effective from July 11, 2019 to July 10, 2021, with the County having the option to extend the Contract for one (1) two (2) year term or two (2) one (1) year term.
2. **COMPENSATION.** Under the terms of this Agreement and pursuant the Specifications identified as PD 19-035, the offender compensates the Vendor directly for contracted services. There is no costs to the County.

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 found in bid specifications PD-19-035, which are incorporated herein in their entirety, and made a part hereof
-

by reference. Vendor shall construct the various projects in accordance with the specifications, and the bid which is also incorporated herein by reference.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the specifications, as well as all applicable laws and regulations.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Except with respect to affectional or sexual orientation and gender identity or expression, Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated equally 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 permit 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, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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 and the specifications. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 provide the labor and materials that Vendor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

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

specifications and the bid, then this Contract and the specifications shall prevail.

**22. CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-019-035 and Vendor'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 **24<sup>th</sup>** day of **July, 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**

**TRACK GROUP, INC.**

\_\_\_\_\_  
**DEREK CASSELL,**  
**CHIEF EXECUTIVE OFFICER**

Bid Opening 7/11/2019 10:00am

**SPECIFICATIONS FOR AN ACTIVE GPS TRACKING HOME ELECTRONIC DETENTION SYSTEM WITH VICTIM ALERTS FOR THE COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES**

**VENDOR:**  
Track Group, Inc.  
200 East 5th Avenue, Suite 100  
Naperville, IL 60563  
Derek Cassell - Chief Executive Officer  
877 260-2010  
630 428-2748 Fax  
derek.cassell@trackgrp.com

ITEM	DESCRIPTION	UNIT PRICE
------	-------------	------------

1.	75 HED Bracelets (Monitoring Per Day)	\$393.75
2.	75 HED Bracelets (Monitoring Per Month)	\$11,976.56

3.	10 Victims Abuse Bracelets (Monitoring Per Day)	\$25.00
4.	10 Victims Abuse Bracelets (Monitoring Per Month)	\$760.42

	Fee Paid to Gloucester County (Per Unit)	\$0.00
--	--	--------

	<b>Grand Total</b>	<b>\$418.75 per day/\$12,736.98 per month</b>
--	--------------------	---

Price per HED Bracelet = \$5.25 per day with standard strap. If so desired by the County, Track Group offers an optional SecureCuff at additional \$40.00 per cuff.  
Variations: (if any)

Price per victim abuse bracelet = \$2.50 per day. Daily price is based on Empower App being installed on victim's owned or County provided Smartphone. If so desired by the County, Track Group can provide Smartphone with Employer App installed for the cost of \$4.50 per day.

	Will you extend your prices to local government entities within the County	YES
--	--	-----

THE TERM OF THE CONTRACT SHALL BE FOR A TWO (2) YEAR PERIOD BEGINNING FROM THE DATE OF AWARD, WITH AN OPTION TO EXTEND FOR TWO (2) ONE YEAR PERIODS OR ONE (1) TWO YEAR PERIOD.

Bid specifications sent to:		
Attent US, Inc.		Sentinel Offender Services LLC
Bidnet		Alcohol Monitoring Systems
CSO Radio		Satellite Tracking of People
Bid Prime		CJIS
Budd US LLC		SevenOutSource
Show Service Provider		Erepublic
Onvia		

Based upon the bids received, I recommend Track Group, Inc. be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larer, Qualified Purchasing Agent

C-1

**RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACTS WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER AND ST. JOHN OF GOD COMMUNITY SERVICES**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on June 10, 2015 authorizing Contracts with Mid-Atlantic States Career and Education Center, per RFP# 015-020, in an amount not to exceed \$232,482.00 per year, from July 1, 2015 to June 30, 2020, and with St. John of God Community Services, per RFP# 015-026, in an amount not to exceed \$178,000.00 per year, from July 1, 2015 to June 30, 2020, with the annual contract amount calculated based upon available funding for the programs each successive year; and

**WHEREAS**, the County has determined that due to funding fluctuations and the changing of the program parameters as determined by the New Jersey Department of Labor & Workforce Development and the Gloucester County Workforce Development Board, the result is a contract amount not to exceed \$245,105.00 with Mid-Atlantic States Career and Education Center, and a contract amount not to exceed \$122,050.00 with St. John of God Community Services, each from July 1, 2019 to June 30, 2020; and

**WHEREAS**, the Amendments will also include updated audit language required by the New Jersey Department of Labor and Workforce Development; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

**WHEREAS**, all other terms and provisions of the original contract, including the standard annual amount, which has not been amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the amendments to the contracts with Mid-Atlantic States Career and Education Center, for an amount not to exceed \$245,105.00 and St. John of God Community Services for an amount not to exceed \$122,050.00, each through June 30, 2020; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**AMENDMENT TO A CONTRACT BETWEEN  
MID-ATLANTIC STATES CAREER AND EDUCATION CENTER  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an Amendment to a Contract entered into on the 1<sup>ST</sup> of July, 2015, by and between the Mid-Atlantic States Career and Education Center (Mid-Atlantic) and the County of Gloucester (County). In further consideration for the mutual promises made by and between the parties in the above-described Agreement, Mid-Atlantic and County hereby agree to amend the Contract as follows:

- **To modify the annual contract amount, resulting in a new contract not to exceed \$245,105.00 through June 30, 2020, due to funding availability for the Work First New Jersey Community Work Experience Program.**
- **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. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the single audit which was not included in the original contract:**

**Federal 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and/or NJ Circular 15-08-OMB.**

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within contract, a Certificate of Availability shall 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 from the County budget from which said funds will be paid.

**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 24th day of July, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**MID-ATLANTIC STATES CAREER AND  
EDUCATION CENTER**

\_\_\_\_\_  
**Name:**

**Title:**

**AMENDMENT TO A CONTRACT BETWEEN  
ST. JOHN OF GOD COMMUNITY SERVICES  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an Amendment to Contract entered into on the 1<sup>ST</sup> of July, 2015, by and between the St. John of God Community Services (St. John) and the County of Gloucester (County).

In further consideration for the mutual promises made by and between the parties in the above-described Agreement, St. John and County hereby agree to amend the Contract as follows:

- **To modify the annual contract amount, resulting in a new contract not to exceed \$122,050.00 through June 30, 2020, due to funding available for the Work First New Jersey Community Work Experience Program.**
- **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. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the single audit which was not included in the original contract:**

**Federal 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and/or NJ Circular 15-08-OMB.**

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within contract, a Certificate of Availability shall 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 from the County budget from which said funds will be paid.

**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 24th day of July, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ST. JOHN OF GOD COMMUNITY SERVICES**

\_\_\_\_\_  
**Name:**  
**Title:**

C-2

**RESOLUTION AUTHORIZING AMENDMENTS TO TWO SHARED SERVICES AGREEMENTS WITH ROWAN COLLEGE SOUTH JERSEY**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on August 23, 2017, authorizing two Shared Services Agreements with Rowan College at Gloucester County, for the Workforce Learning Link (WLL) and Community Work Experience Program (CWEP), from July 1, 2017, to June 30, 2027. The initial WLL allocation was for \$71,800.00, and CWEP was for \$67,910.00. Each year the contract amount is amended based on available state funding, along with the individual program's goals and assessments; and

**WHEREAS**, after reviewing the State's updated funding notices, the County has determined that from July 1, 2019 to June 30, 2020 the contract amount for the WLL is an amount not to exceed \$38,000.00 and for CWEP is an amount not to exceed \$77,910.00; and

**WHEREAS**, the County acknowledges the entity change from Rowan College at Gloucester County to Rowan College South Jersey and amends the agreements accordingly to reflect said change; and

**WHEREAS**, the amendments will also include audit language required by the State of New Jersey Department of Labor and Workforce Development; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

**WHEREAS**, all other terms and provisions of the original contract, including the standard annual amount, which has not been amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of amendments to the agreements between the County of Gloucester and Rowan College at Gloucester County: (1) for the WLL in an amount not to exceed \$38,000.00 and the CWEP in an amount not to exceed \$77,910.00, both through June 30, 2019; (2) recognizing entity change from Rowan College at Gloucester County to Rowan College South Jersey; and (3) including updated audit language required by the New Jersey Department of Labor and Workforce Development; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 24, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN  
ROWAN COLLEGE SOUTH JERSEY  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an Amendment to a Shared Services Agreement entered into on the 23<sup>RD</sup> of August, 2017, by and between the Rowan College at Gloucester County (Rowan) and the County of Gloucester (County). In further consideration for the mutual promises made by and between the parties in the above-described Agreement, Rowan and County hereby agree to amend the Agreement as follows:

- **To modify the annual contract amount for the Community Work Experience Program (CWEP), due to the Notice of Award from the State of New Jersey, in amount not to exceed \$77,910.00, through June 30, 2020.**
- **To acknowledge and modify the entity change of Rowan College at Gloucester County to Rowan College South Jersey.**
- **The terms and provisions of this Agreement shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the single audit which was not included in the original contract:**

**Federal 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and/or NJ Circular 15-08-OMB.**

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall 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 from the County budget from which said funds will be paid.

**All other terms and provisions of the Agreement** 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 24th day of July 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ROWAN COLLEGE SOUTH JERSEY**

\_\_\_\_\_  
**DR. FREDERICK KEATING, PRESIDENT**

**AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN  
ROWAN COLLEGE SOUTH JERSEY  
AND  
COUNTY OF GLOUCESTER**

THIS is an Amendment to a Shared Services Agreement entered into on the 23<sup>RD</sup> of August, 2017, by and between the Rowan College at Gloucester County (Rowan) and the County of Gloucester (County). In further consideration for the mutual promises made by and between the parties in the above-described Agreement, Rowan and County hereby agree to amend the Agreement as follows:

- **To modify the annual contract amount for the Workforce Learning Link (WLL), due to the Notice of Award from the State of New Jersey, in amount not to exceed \$38,000.00, through June 30, 2020.**
- **To acknowledge and modify the entity change of Rowan College at Gloucester County to Rowan College South Jersey.**
- **The terms and provisions of this Agreement shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the single audit which was not included in the original contract:**

**Federal 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and/or NJ Circular 15-08-OMB.**

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall 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 from the County budget from which said funds will be paid.

**All other terms and provisions of the Agreement** 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 24th day of July 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ROWAN COLLEGE SOUTH JERSEY**

\_\_\_\_\_  
**DR. FREDERICK KEATING, PRESIDENT**

C-3

**RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACT WITH GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY (GCIT)**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 6, 2016, per RFP-16-033, authorizing a Contract with Gloucester County Institute of Technology for youth services, from July 1, 2016 to June 30, 2020 for \$340,000.00, with the contract amount annually contingent upon the availability of funding and approval of the Gloucester County Budget; and

**WHEREAS**, the County has determined that funding fluctuations and the changing of the program parameters as determined by the New Jersey Department of Labor & Workforce Development and the Gloucester County Workforce Development Board necessitate amendments to the contract for a new amount not to exceed \$306,000.00, which is divisible as \$255,000.00 for regular expenses and \$51,000.00 for work experience, through June 30, 2020, and to include audit language now required by the New Jersey Department of Labor and Workforce Development; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

**WHEREAS**, all other terms and provisions of the original contract which has not been amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the amendments to the contract between the County of Gloucester and Gloucester County Institute of Technology adjusting the contract amount not to exceed \$306,000.00, which is divisible by \$255,000.00 for regular expenses and \$51,000.00 for work experience, through June 30, 2020; and to include updated audit language required by the New Jersey Department of Labor and Workforce Development; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 24, 2019, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**AMENDMENT TO A CONTRACT BETWEEN  
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY  
AND  
COUNTY OF GLOUCESTER**

**THIS IS AN AMENDMENT** to a Contract originally entered into on the 6<sup>th</sup> of July, 2016, by and between the Gloucester County Institute of Technology (GCIT) and the County of Gloucester (County). In further consideration for the mutual promises made by and between GCIT and County in the above-described contract, GCIT and County hereby agree to amend the Contract as follows:

- **To modify the contract amount, resulting in a contract amount not to exceed \$306,000.00, which is divisible as \$255,000.00 for regular expenses and \$51,000.00 for work experience, through June 30, 2020, due to funding fluctuations and the changing of the program parameters as determined by the New Jersey Department of Labor & Workforce Development and the Gloucester County Workforce Development Board.**
  
- **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. Parties shall comply with the following regulations concerning the single audit which were not included in the original contract:**
  - **2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), and/or**
  - **NJ Circular 15-08-OMB.**

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 24th day of July, 2019.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY INSTITUTE  
OF TECHNOLOGY**

\_\_\_\_\_  
**MICHAEL DICKEN, SUPERINTENDENT**

C-4

**RESOLUTION AUTHORIZING A CONTRACT WITH KANE COMMUNICATIONS, LLC FOR \$199,181.96**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for flashing signal installation at Kings Highway, CR 551 and Tomlin Station Road, CR 607 in the Township of East Greenwich, known as Engineering Project #19-06 (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on June 13, 2019, and after following proper public bidding procedure it was determined that Kane Communications, LLC of 572 Whitehead Road, Suite 201, Trenton, NJ 08619-4804 was the lowest responsive and responsible bidder for \$199,181.96; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend the award of this contract to Kane Communications, LLC, which contract shall be awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

**WHEREAS**, the County Treasurer has certified the availability of funds in the amount of \$199,181.96 pursuant to CAF #19-06111, which amount shall be charged against budget line item C-04-17-012-165-13246

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Kane Communications, LLC for the Project referenced hereinabove for \$199,181.96, commencing July 25, 2019 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on July 24, 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  
KANE COMMUNICATIONS, LLC**

**THIS CONTRACT** is made effective the 25<sup>th</sup> day of **July, 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 **KANE COMMUNICATIONS**, with offices at 572 Whitehead Road, Suite 201, Trenton, NJ 08619-4804 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County has a need for flashing signal installation at Kings Highway, CR 551 and Tomlin Station Road, CR 607 in the Township of East Greenwich, known as Engineering Project #19-06 (hereinafter the "Project").

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

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

**TERMS OF AGREEMENT**

1. **TERM**. Contractor shall complete all work required for the Project in accordance with the bid documents, commencing July 25, 2019, and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION**. The Contractor shall be compensated for services relative to the Project in the amount of \$199,181.96 as per the Specifications issued by the County identified as #19-06 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in this Contract and the Specifications #19-06, which are incorporated herein in their entirety and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

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

a. 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.

b. 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.

c. 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.

d. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

validity or enforceability of any other provision of this Contract.

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

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

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

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

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

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

20. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as #19-06, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as #19-06, the specifications shall prevail.

**THIS CONTRACT is effective as of the 25<sup>th</sup> day of July, 2019.**

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

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

KANE COMMUNICATIONS, LLC

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

**Office of the County Engineer  
County of Gloucester**

Flashing Signal Installation at Kings Highway (CR 551) and Tomlin Station Road (CR 607) in the Township of East Greenwich.

Engineering Project #19-06

Bid Date: Thursday, June 13, 2019 Bid Time: 10:00 am

**SUMMARY OF BIDS**



**SPECIFICATION NO. 19-06**

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2	
				Unit Price	Amount	Unit Price	Amount
1	Clearing Site	L.S.	Lump Sum	\$5,500.00	\$5,500.00	\$12,860.00	\$12,860.00
2	Construction Layout	L.S.	Lump Sum	\$1,840.00	\$1,840.00	\$4,190.00	\$4,190.00
3	Excavation, Unclassified	50	C.Y.	\$27.50	\$1,375.00	\$0.01	\$0.50
4	Removal of Traffic Stripes and Markings	500	L.F.	\$1.70	\$850.00	\$1.78	\$890.00
5-10	No Item				\$0.00		\$0.00
11	9"X18" Concrete Vertical Curb	200	L.F.	\$52.63	\$10,526.00	\$54.60	\$10,920.00
12	Traffic Stripes, Long Life Epoxy Resin, 4"	3,400	L.F.	\$0.85	\$2,890.00	\$0.87	\$2,958.00
13	Traffic Markings, Thermoplastic	810	S.F.	\$5.40	\$4,374.00	\$5.60	\$4,536.00
14	Regulatory, Warning And Guide Signs	300	S.F.	\$32.20	\$9,660.00	\$49.90	\$14,970.00
15	Reflective "U" Post Inserts	35	Unit	\$40.25	\$1,408.75	\$38.00	\$1,330.00
16	Topsoiling, 4" Thick	325	S.Y.	\$7.25	\$2,356.25	\$11.90	\$3,867.50
17	Fertilizing and Seeding, Type A-3	325	S.Y.	\$2.34	\$760.50	\$0.01	\$3.25
18	Straw Mulching	325	S.Y.	\$2.42	\$786.50	\$0.01	\$3.25
19	No Item				\$0.00		\$0.00

bidder 1 of 2  
Kane Communications, LLC  
572 Whitehall Road Suite 201  
Trenton, NJ 08619  
Melissa M. Kane, President  
dpost@kanecomm.com  
P. 609-686-8800 F. 609-658-8855

bidder 2 of 2  
Diehl Electric, Inc.  
190B S 2nd Road, PO Box 209  
Hammoniton, NJ 08037  
Michelle L. Morris, Vice President  
kelly@diehlelectric.com  
P. 609-567-8080

**SUMMARY OF BIDS**



**SPECIFICATION NO. 19-06**

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2	
				Unit Price	Amount	Unit Price	Amount
20	Controller Assemblies W/Battery Backup System & 18" Skirt	1	Unit	\$25,610.00	\$25,610.00	\$23,230.00	\$23,230.00
21	Meter Cabinet, Type T	1	Unit	\$2,852.50	\$2,852.50	\$3,030.00	\$3,030.00
22	Foundations, Type P-MC	1	Unit	\$2,928.00	\$2,928.00	\$4,750.00	\$4,750.00
23	Foundations, Type STF	1	Unit	\$5,579.00	\$5,579.00	\$6,530.00	\$6,530.00
24	Foundations, Type SFK	2	Unit	\$2,644.25	\$5,288.50	\$3,320.00	\$6,640.00
25	Foundations, Type SFT	1	Unit	\$1,953.00	\$1,953.00	\$3,090.00	\$3,090.00
26	Traffic Signal Standard, Steel	1	Unit	\$5,692.50	\$5,692.50	\$5,940.00	\$5,940.00
27	Traffic Signal Standard, Aluminum	2	Unit	\$3,306.88	\$6,613.76	\$3,530.00	\$7,060.00
28	Traffic Signal Assemblies, Type S	2	Unit	\$4,902.50	\$9,805.00	\$4,150.00	\$8,300.00
29	Traffic Signal Assemblies, Type MK	2	Unit	\$2,770.00	\$5,540.00	\$2,150.00	\$4,300.00
30	18"X36" Junction Box	7	Unit	\$2,012.90	\$14,090.30	\$2,470.00	\$17,290.00
31	Traffic Flasher Head	8	Unit	\$1,119.50	\$8,956.00	\$1,470.00	\$11,760.00
32	2 1/2" Rigid Metallic Conduit	60	L.F.	\$44.09	\$2,645.40	\$38.00	\$2,280.00
33	3" Rigid Metallic Conduit	400	L.F.	\$70.84	\$28,336.00	\$58.20	\$23,280.00
34	Traffic Signal Cable, 10 Conductor	800	L.F.	\$5.52	\$4,416.00	\$3.81	\$3,048.00
35-41	No Item				\$0.00		\$0.00
42	Service Wire	200	L.F.	\$4.32	\$864.00	\$2.82	\$564.00
43	Controller Turn-On	1	Unit	\$3,025.00	\$3,025.00	\$8,550.00	\$8,550.00
44	Overhead Mast Arm Signs	4	Unit	\$740.00	\$2,960.00	\$769.00	\$3,076.00
45-80	No Item				\$0.00		\$0.00
81	Breakaway Barricade	12	Unit	\$10.00	\$120.00	\$0.01	\$0.12
82	Drum	30	Unit	\$10.00	\$300.00	\$0.01	\$0.30
83	Traffic Cone	30	Unit	\$1.00	\$30.00	\$0.01	\$0.30

bidder 1 of 2  
 Kane Communications, LLC  
 572 Whitehall Road Suite 201  
 Trenton, NJ 08619  
 Melissa M. Kane, President  
 dpost@kanecomm.com  
 P. 609-686-8800 F. 609-658-8855

bidder 2 of 2  
 Diehl Electric, Inc.  
 190B S 2nd Road, PO Box 209  
 Hammonton, NJ 08037  
 Michelle L. Morris, Vice President  
 kelly@diehlelectric.com  
 P. 609-567-8080

**SUMMARY OF BIDS**



**SPECIFICATION NO. 19-06**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
84	Construction Signs	500	S.F.	\$11.00	\$5,500.00	\$13.10	\$6,550.00
85	Flashing Arrow Board, 4' X 8'	1	Unit	\$250.00	\$250.00	\$0.01	\$0.01
86	Traffic Control Truck With Mounted Crash Cushion	1	Unit	\$500.00	\$500.00	\$0.01	\$0.01
87	No Item				\$0.00		\$0.00
88	Police Traffic Directors	200	M.H.	\$60.00	\$12,000.00	\$60.00	\$12,000.00
89	Portable Variable Message Sign	2	Unit	\$500.00	\$1,000.00	\$1,420.00	\$2,840.00
<b>Total Bid</b>					<b>\$199,181.96</b>	<b>Total Bid</b>	<b>\$220,637.24</b>

bidder 1 of 2 Kane Communications, LLC 572 Whitehall Road Suite 201 Trenton, NJ 08619 Melissa M. Kane, President mpost@kanecomm.com P. 609-686-8800 F. 609-658-8855	bidder 2 of 2 Diehl Electric, Inc. 190B S 2nd Road, PO Box 209 Hammononton, NJ 08037 Michelle L. Morris, Vice President kelly@diehlelectric.com P. 609-567-8080
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 Vincent M. Voltaggio, P.E.  
 Gloucester County Engineer

7-5-19  
 date

**County of Gloucester Purchasing Department**

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	19-06111

Pg 1

<b>S H I P T O</b>	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600, ALAN
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ORDER DATE: 07/11/19  
REQUISITION NO: R9-20989  
DELIVERY DATE:  
STATE CONTRACT: ENG. 19-06  
ACCOUNT NUM:

<b>V E N D O R</b>	VENDOR #: KANEC010 KANE COMMUNICATIONS, LLC 572 WHITEHEAD ROAD, SUITE 201 TRENTON, NJ 08619
--	--

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CONSTRUCTION CONTRACT FOR THE FLASHER SIGNALIZATION OF KINGS HIGHWAY AND TOMLIN STATION ROAD IN EAST GREENWICH TOWNSHIP  ENGINEERING PROJECT #19-06  PASSED BY RESOLUTON: JULY 24, 2019	C-04-17-012-165-13246 Kings Hwy and Tomlin Station	199,181.9600 Flasher(SA)	199,181.96
			TOTAL	199,181.96

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

C-5

**RESOLUTION AUTHORIZING A CONTRACT WITH RPM LANDSCAPE CONTRACTOR, LLC FROM AUGUST 5, 2019 TO AUGUST 4, 2021 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER YEAR**

**WHEREAS**, the County of Gloucester advertised for the receipt of public bids for the trimming and removal of trees, as per PD-19-036; and

**WHEREAS**, bids were publicly received and opened on July 9, 2019, and after following proper bid opening and evaluation procedure, it was determined that RPM Landscape Contractor, LLC of 125 Pomona Road, Galloway, NJ 08205, was the lowest responsive and responsible bidder in an amount not to exceed \$90,000.00 per year; and

**WHEREAS**, the County Purchasing Agent and the County Engineer have recommended the award of a contract to RPM Landscape Contractor, LLC from August 5, 2019 to August 4, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

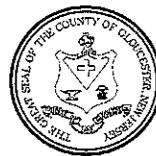
**WHEREAS**, the Contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, the contract is for estimated units of service and is open-ended, which does not obligate the County of Gloucester 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 Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, a contract with RPM Landscape Contractor, LLC for trimming and removal of trees for the County as per PD-19-036, from August 5, 2019 to August 4, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods, in an amount not to exceed \$90,000.00 per year.

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

**ADOPTED** by the Board of Chosen Freeholders of the County of Gloucester held on July 24, 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  
RPM LANDSCAPE CONTRACTOR, LLC**

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of **August, 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 **RPM LANDSCAPE CONTRACTOR, LLC** with an address of 125 Pomona Road, Galloway, NJ 08205, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the trimming and removal of trees for the County, as per specifications set forth in PD-19-036; and

**WHEREAS**, the Contractor 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 Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective from August 5, 2019 to August 4, 2021, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION**. Contract shall be for estimated units of service, as set forth in the specifications PD-19-036, at the rate set forth in Contractor’s bid response, and shall be in a total amount not to exceed \$90,000.00 per contract year.

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 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 Contractor 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 CONTRACTOR**. The specific duties of the Contractor shall be for the trimming and removal of trees as set forth in the Specifications PD-19-036 and Contractor’s bid response, which are incorporated into and made part of this Contract by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
20. **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 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-19-036 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 5<sup>th</sup> day of **August, 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:**

**RPM LANDSCAPE CONTRACTOR, LLC**

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

<p align="center"><b>PD 019-038</b>  <b>Bid Opening 7/09/2019 at 10:00 a.m.</b></p>			
<p align="center"><b>TRIMMING AND OR REMOVAL OF TREES FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM</b></p>			
<p><b>NUMBER CK-01-0C</b></p>		<p><b>Vendor:</b>                  RPL Landscape Contractor LLC                  125 Pomona Road                  Galloway, NJ 08205                  Robert Miller, Managing Member                  609-568-6081                  609-568-6145 - Fax</p>	<p><b>Vendor:</b>                  Rich Tree Service, Inc.                  326 Bergen Street                  South Plainfield, NJ 07080                  Richard Lawandowski, President                  908-765-6008                  908-668-6308 - Fax</p>
<b>ITEM</b>	<b>DESCRIPTION</b>		
<p align="center"><b>REGULAR MAINTENANCE (NON-PREVAILING WAGE)</b></p>			
A.	Non-emergency per hour time & material (2 man crew and equipment)	\$170.00	\$190.00
B.	Ground Man (as needed) per hour rate	\$40.00	\$85.00
C.	Flagman (as needed) per hour rate	\$20.00	\$50.00
D.	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$165.00	\$70.00
E.	Emergency (8 hours response) per hour time and material	\$150.00	\$300.00
<p align="center"><b>CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (SUBJECT TO PREVAILING WAGE)</b></p>			
A.	Non-emergency per hour time & material (2 man crew and equipment)	\$240.00	\$350.00
B.	Ground Man (as needed) per hour rate	\$85.00	\$100.00
C.	Flagman (as needed) per hour rate	\$85.00	\$100.00
D.	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$225.00	\$110.00
E.	Emergency (8 hours response) per hour time and material	\$240.00	\$450.00
<p><b>Variations:</b></p>			
<p>Will you extend your prices to local government entities within the County</p>		YES	NO
<p><b>Bid specifications sent to:</b></p>			
Dom's Lawn Maker		Dalek	
The Blue Book		Mercer Technologies Firm	
Hyperton Tree		Education Intelligence, Inc.	
Maple Leaf Lawn Care		Greg Smith Tree Service	
Bergholz Tree			
<p><b>THIS IS A TWO (2) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR EXTENSIONS OR TWO (2) ONE (1) YEAR EXTENSIONS</b></p>			
<p>Based upon the bids received, I recommend RPL Landscape Contractor be awarded the contract as the lowest responsive, responsible bidder.</p>			
<p align="right">Sincerely,</p>			

D-1

**RESOLUTION AUTHORIZING A CONTRACT WITH ATLANTIC SWITCH & GENERATOR, LLC, FOR \$41,786.96**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for PD-019-028 and PD-019-033 for the purchase of one (1) Kohler Generator Model 125REOZJG (Outdoor) (or approved equal value) for the Gloucester County Emergency Response Center; and

**WHEREAS**, bids for PD-019-028 were publicly received and opened on May 23, 2019 and after following proper public bidding procedure, all bids were rejected due to being over budget; and

**WHEREAS**, bids for PD-019-033 were publicly received and opened on June 18, 2019 and after following proper public bidding procedure, the bid was rejected due to being over budget; and

**WHEREAS**, the Gloucester County Qualified Purchasing Agent, in accordance with the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(3) negotiated the best possible price; and

**WHEREAS**, the rejected bidders were contacted to negotiate said price, the bidders did not wish to negotiate or did not respond; and

**WHEREAS**, Atlantic Switch and Generator, a responsible contractor submitted a proposal of \$41,786.96, dated June 25, 2019 and identified as Quote #19-SLE1149, for the generator; and

**WHEREAS**, the Gloucester County Qualified Purchasing Agent made a reasonable effort to determine the same or equivalent product was not available at a cost lower than the negotiated price through other governmental entities; and

**WHEREAS**, the Qualified Purchasing Agent recommends the contract award for the one (1) Kohler Generator Model 125REOZJG (Outdoor) (or approved equal value) be awarded to Atlantic Switch & Generator, LLC; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$41,786.96, pursuant to C.A.F. # 19-05964, which shall be charged against budget line item C-04-19-023-250-23210.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Atlantic Switch & Generator, LLC for the purchase of one (1) Kohler Generator Model 125REOZJG (Outdoor), for \$41,786.96.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 24, 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  
ATLANTIC SWITCH & GENERATOR, LLC**

**THIS CONTRACT** is made effective the 24<sup>TH</sup> day of July, 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 **ATLANTIC SWITCH & GENERATOR, LLC**, with offices at 4108 Sylon Boulevard, Hainesport, New Jersey 08036, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has a need to for one (1) Kohler Generator Model 125REOZJG (Outdoor) (or approved equal value) for the Gloucester County Emergency Response Center; and

**WHEREAS**, this purchase related to this contract is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(3); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because 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 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.** Contract shall be effective upon the execution of contract and Contractor shall complete delivery and all services as indicated in quote #19-SLE1149.
2. **COMPENSATION.** Contractor shall be compensated in a total contract amount of \$41,786.96, as per Contractor's quote# 19-SLE1149, dated June 25, 2019.

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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's quote, attached hereto as Attachment A, which is incorporated in its entirety and

made a part of this contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

**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 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 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 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.

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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.

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

11. **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.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.
14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.
15. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.
18. **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 the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.
19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their

successors and assigns.

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County of Gloucester and Contractor's quote# 19-SLE1149, dated June 25, 2019. If there is a conflict between this Contract and the specification or the Contractor's quote, 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:**

**ATLANTIC SWITCH &  
GENERATOR, LLC**

\_\_\_\_\_

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

# ATTACHMENT A



Gloucester County Buildings and Grounds  
1200 North Delsea Drive  
Clayton, NJ 08312

June 25, 2019  
Quote# 19-SLE1149

RE: Clayton replacement generator

Atlantic Switch and Generator is pleased to submit the following proposal to supply a new Kohler Diesel replacement generator, delivered and set on existing pad. Final measurements will be required prior to order. Annunciator installation is additional. See details below-

- Supply and deliver factory new Kohler generator
- Set and secure to existing pad
- Make connections as required to existing conductors and existing automatic transfer switch
- Start up and testing is included
- Automatic transfer switch is not included

**Kohler Model: 125REOZJG**

This diesel generator set equipped with a 4R12X alternator operating at 120/240 volts is rated for 125 kW/155 kVA. Output amperage: 373

Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 120/240V, Delta, 3Ph, 4W
Alternator	4R12X
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid, 44"
Air Intake	Standard Duty
Controller	APM402
Enclosure Type	Sound
Enclosure Material	Steel
Enclosure Silencer	Internal Silencer
Fuel Tank Type	Standard
Fuel Runtime (Approx.)	48 Hours
Subbase Fuel Tank Capacity	583 Gallons
Starting Aids, Installed	1500W, 110-120V
Electrical Accessory Installed	Battery, 1/12V, Wet
Electrical Accessory Installed	Battery Charger, 10A
Rating, LCB 1	80% Rated

# ATLANTIC Switch and Generator

Amps, LCB 1	400
Trip Type, LCB 1	Electronic, LI
Interrupt Rating LCB 1	35kA at 480V
Fuel Lines, Installed	Flexible Fuel Lines
Miscellaneous Accessory Installed	Air Cleaner Restriction Ind.
Miscellaneous Accessory Installed	Coolant in Genset
Miscellaneous Accessory Installed	Skid Extension & Caps
Miscellaneous Accessory	Remote annunciator RSA III
Warranty	One year

**Total for generator delivered to site..... \$41,786.96**

*Sales tax not included. Permits, if required, are additional  
Blueprints and engineering, if required, is not included.  
Diesel fuel is not included.*



Steve Loudon, Partner

**Acceptance**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **PO#** \_\_\_\_\_

**County of Gloucester Purchasing Department**

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

<b>PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS</b>	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	19-05964

Pg 1

<b>SHIP TO</b>	GLOUC. CO COMMUNICATION CENTER 1200 N. DELSEA DR., BUILDING B CLAYTON, NJ 08312 856-307-7100
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<b>VENDOR</b>	VENDOR #: ATLAIN063 ATLANTIC SWITCH&GENERATOR LLC 4108 SYLON BLVD HAINESPORT, NJ 08036
---------------	---

ORDER DATE: 07/08/19  
REQUISITION NO: R9-20536  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	supply and deliver factory new Kohler generator Model 125REOZJG -Set and secure to existing pad - Make connections as required to existing conductors and existing automatic transfer switch. - start up and testing  per quote# 19-SLE1149	C-04-19-023-250-23210 Generators	41,786.9600	41,786.96
			TOTAL	41,786.96

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>	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>
VENDOR SIGN HERE _____ DATE _____		TREASURER / CFO <i>Kimberly Lark</i>
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AMENDING THE CONTRACTS WITH EVERGREEN COURT ADULT DAY SERVICES, SOUTH JERSEY LEGAL SERVICES, INC. AND ALL ABOUT CARE, LLC THROUGH DECEMBER 31, 2019**

WHEREAS, by Resolutions adopted on February 6<sup>th</sup> and 22<sup>nd</sup> 2019 the County of Gloucester ("County") awarded contracts for various services to address the diverse needs of the County's senior population; and

WHEREAS, due to a reallocation of Federal Financial Partnership Funds for the balance of the 2019 Area Plan contract year, increases are available and shall be applied to the following contracts through December 31, 2019:

<u>Providers</u>	<u>Amendment (+)</u>	<u>New Total Contract (Not to Exceed)</u>
Evergreen Court Adult Day Services	\$ 18,390.00	\$ 47,090.00
South Jersey Legal Services, Inc.	\$ 10,150.00	\$ 21,690.00
All About Care, LLC	\$ 2,500.00	\$ 12,500.00; 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 Certificates of Availability of Funds are required at this time; and

WHEREAS, all other terms and provisions of the original contracts which are not inconsistent with these amendments shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board to attest to, the contract amendments for the hereinabove referenced purposes.

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 July 24, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,  
CLERK OF THE BOARD

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
EVERGREEN COURT ADULT DAY SERVICES**

**THIS** is an amendment to a contract which was entered into on the **6<sup>th</sup>** day of **February, 2019**, by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **EVERGREEN COURT ADULT DAY SERVICES**, with an address of 551 N. Evergreen Avenue, Woodbury, NJ 08096, hereinafter referred to as "**Contractor**".

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Attorney in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

**This Amendment shall increase the contract in an amount not to exceed \$18,390.00 through December 31, 2019, for a total contract amount not to exceed \$47,090.00.**

**This increase is due to reallocation of Federal Financial Partnership Funds for the balance of the 2019 Area Plan Contract Year.**

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein that are consistent with this amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the **24<sup>th</sup>** day of **July, 2019**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**EVERGREEN COURT ADULT DAY  
SERVICES**

\_\_\_\_\_  
**NADINE SIBILA,  
ADMINISTRATOR**

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
ALL ABOUT CARE, LLC**

**THIS** is an amendment to a contract which was entered into on the **20<sup>th</sup>** day of **February, 2019**, by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as **“County”**, and **ALL ABOUT CARE, LLC**, with an address of 435 Mantoloking Road, Brick, NJ 08723, hereinafter referred to as **“Contractor”**.

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Attorney in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

**This Amendment shall increase the contract in an amount not to exceed \$2,500.00 through December 31, 2019, for a total contract amount not to exceed \$12,500.00.**

**This increase is due to reallocation of Federal Financial Partnership Funds for the balance of the 2019 Area Plan Contract Year.**

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein that are consistent with this amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the **24<sup>th</sup>** day of **July, 2019**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ALL ABOUT CARE, LLC**

\_\_\_\_\_  
**EVELYN DANIELS,  
MANAGING MEMBER**

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SOUTH JERSEY LEGAL SERVICES, INC.**

**THIS** is an amendment to a contract which was entered into on the **20<sup>th</sup>** day of **February, 2019**, by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **SOUTH JERSEY LEGAL SERVICES, INC.**, with an address of 45 Market Street, Camden, NJ 08102, hereinafter referred to as "**Contractor**".

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Attorney in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

**This Amendment shall increase the contract in an amount not to exceed \$10,150.00 through December 31, 2019, for a total contract amount not to exceed \$21,690.00.**

**This increase is due to reallocation of Federal Financial Partnership Funds for the balance of the 2019 Area Plan Contract Year.**

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein that are consistent with this amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the **24<sup>th</sup>** day of **July, 2019**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**SOUTH JERSEY LEGAL SERVICES, INC.**

\_\_\_\_\_  
**DOUGLAS E. GERSHUNY, ESQUIRE,  
TITLE**

**RESOLUTION AMENDING A CONTRACT WITH JOHN A. ALICE, ESQUIRE**

**WHEREAS**, the County has a need for specialized legal services on behalf of the Division of Social Services, and requested proposals via RFP-19-018 from interested providers and thereafter, evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-4, a contract was awarded by the County Purchasing Agent to John A. Alice, Esquire at the rate of \$150.00 per hour, for an amount not to exceed \$50,000.00 from January 1, 2019 to December 31, 2019; and

**WHEREAS**, due to additional and unforeseen Professional Legal Services in connection with the Child Support Program required by the County Division of Social Services, an amendment is necessary to increase the contract in an amount not to exceed \$50,000.00, for a total contract amount not to exceed \$100,000.00; 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 obtain any service, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, all other terms and provisions of the original contract which are not inconsistent with this amendment shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Board Clerk to attest to, an amendment to the contract with John A. Alice, Esquire to increase the contract by an amount not to exceed \$50,000.00, for a total contract amount not to exceed \$100,000.00 through December 31, 2019; and

**BE IT FURTHER RESOLVED** before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the 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; and

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO A CONTRACT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
JOHN A. ALICE, ESQUIRE**

**THIS** is an amendment to a Contract entered into December 13, 2018, by and between the **COUNTY OF GLOUCESTER**, with administrative offices located at 2 S. Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOHN A. ALICE, ESQUIRE**, with an address of 28 Cooper Street, Woodbury, NJ 08096, hereinafter referred to as "**Attorney**".

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Attorney in the above-described Contract, the parties hereby agree to an amendment to the Contract as follows:

**This Amendment shall increase the above cited Contract in an amount not to exceed \$50,000.00, for an amended Contract amount not to exceed \$100,000.00 through December 31, 2019; for the provision of professional legal services on behalf of the County Division of Social Services, as set forth in RFP #19-018.**

**ALL OTHER TERMS** and provisions of the Contract and the conditions set forth therein that are consistent with this amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 24<sup>th</sup> day of **July, 2019**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ATTORNEY**

\_\_\_\_\_  
**JOHN A. ALICE, ESQUIRE**

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ST. CLARE OF ASSISI PARISH FOR \$297,577.80**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, **St. Clare of Assisi Parish**, having presented itself as the owner of the land and premises located in the Township of Woolwich (hereinafter the "Township"), and known as Block 13, Lot 5.01, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 24.492 acres, has made application seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **St. Clare of Assisi Parish**, the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

**WHEREAS**, such development easements will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County will be providing funds for the purchase of the said development easement in the amount of \$238,062.24, and the Township will be providing funds for the purchase of the said easements in the amount of \$59,515.56, for a total purchase price of \$297,577.80; and

**WHEREAS**, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, the sum of \$178,546.68; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$238,062.24, pursuant to C.A.F. # 19-06187, which shall be charged against budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **St. Clare of Assisi Parish**, in the Township of Woolwich, County of Gloucester, State of New Jersey for \$297,577.80; and
2. The County will be providing funds for the purchase of the said development easement in the amount of \$238,062.24, and the Township of Woolwich will be providing funds for the purchase of the said easements in the amount of \$59,515.56, for a total purchase price of \$297,577.80; and
3. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **St. Clare of Assisi Parish**, in regard to the County's purchase of development easements in the farm premises known as Block 13, Lot 5.01, in the Township of Woolwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing

of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same;  
and

4. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

5. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 24, 2019 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

CONTRACT TO SELL DEVELOPMENT EASEMENT

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St. Clare of Assisi Parish,  
a religious corporation

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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**CONTRACT TO SELL DEVELOPMENT EASEMENTS**

**Transaction Summary**

**SELLER: St. Clare of Assisi Parish,**  
a religious corporation,  
having an address of 130 Broad St, Swedesboro,  
N. J. 08085,  
**(hereinafter referred to as the "Seller")**

**BUYER: THE COUNTY OF GLOUCESTER,** with administrative offices  
at 2 South Broad Street, Woodbury, New Jersey 08096  
**(hereinafter "Buyer")**

**PROPERTY: Lot 5.01, Block 13, in the Township of Woolwich, County  
of Gloucester, and State of New Jersey (hereinafter  
collectively the "Property")**

**END OF COMMITMENT PERIOD: At Closing.**

**PRICE PER ACRE: \$ 12,150.00      ASSUMED ACREAGE: Approximately  
24.492 acres**

**ESTIMATED GROSS SALES PRICE: \$297,577.80**

**# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.**

**# OF EXCEPTION AREAS: 1 / 1 acre non-severable exception**

**ATTACHMENTS TO CONTRACT: A - Deed of Easement - to be provided  
B - Conditions on Excepted Land - no  
C - Fuel Tank Disclosure - yes**

**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in

consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE**, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a

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transfer-of-development-rights ordinance.

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following:  
(a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other

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modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to

participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an

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installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new

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use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in
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connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings

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has done so as to all or any portion of the Property.

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or
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improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include,

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but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all

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respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of

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ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of

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whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

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(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part,

to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any

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other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the

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statements made in this Paragraph.

**26. COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**27. CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

**28. NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

**St. Clare of Assisi Parish  
a Religious Corporation of New Jersey.**

BY: \_\_\_\_\_  
**Reverend Robert E. Hughes, V.G.  
Vice President**

**BUYER:**

**COUNTY OF GLOUCESTER**

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

ATTEST: \_\_\_\_\_  
**Reverend David A. Grover  
Secretary**

\_\_\_\_\_  
Federal Tax ID Number



**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

All property owners must sign:

**St. Clare of Assisi Parish**  
**a Religious Corporation of New Jersey.**

BY: \_\_\_\_\_  
**Reverend Robert E. Hughes, V.G.**  
**Vice President**

ATTEST: \_\_\_\_\_  
**Reverend David A. Grover**  
**Secretary**

**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>	19-06187

Pg

<b>S H I P T O</b>	GLOUC. CO LAND PRESERVATION
	1200 N. DELSEA DR.
	CLAYTON, NJ 08312
	856-307-6451

ORDER DATE: 07/15/19  
REQUISITION NO: R9-21034  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

<b>V E N D O R</b>	VENDOR #: WESTJ010
	WEST JERSEY TITLE AGENCY
	OF SALEM COUNTY, INC
	15 SOUTH MAIN STREET WOODSTOWN, NJ 08098

SALES TAX ID # 21-600660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF Resolution authorizing the purchase of a development easement on the property of St. Clare of Assisi Parish, Block 13, Lot 5.01 in Woolwich Township. The SADC, County, and Woolwich Township will be responsible for a portion of the total amount of 297,577.80, based on a certified value price of \$12,150.00 per acre on 24.492 acres. The County's amount of this CAF is \$238,062.24	T-03-08-509-372-20548 Farmland Preservation	238,062.2400	238,062.24
			TOTAL	238,062.24

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>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>Michael J. Butch</i> TREASURER / CFO</p> <p><i>Kenneth J. ...</i> QUALIFIED PURCHASING AGENT</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**Certification Report**  
**Meeting Date: December 6, 2018**  
**PIG EP – Municipal 2007 Rule**

**SADC ID#08-0204-PG**

**County: Gloucester County**

**Municipality: Woolwich**

**Owners: St. Clare of Assisi Parish**  
**Farm: St. Clare of Assisi Parish**

<b>County</b>	<b>Municipality</b>	<b>Block</b>	<b>Lot(s)</b>
Gloucester	Woolwich Twp.	13	5.01

**Acreeage in Application: 25.00 Net Acres (AOC)**  
**26.00 Gross Acres (AOC)**

**Residential Opportunities/Exceptions:**

- # 0 RDSO's
- # 0 Existing Dwellings in Proposed Easement Area
- # 0 Severable Exception
- # 1 Non-Severable Exceptions – 1 acre limited to one future single family residential unit

**Value Conclusions - Current Zoning and Environmental Regulations**

**Per Acre**

Appraiser	Date	Before	After	Easement
Tim Sheehan	7/5/18	\$16,400	\$4,250	\$12,150
Mark Hanson	8/14/18	\$15,000	\$4,000	\$11,000
Robert Cooper (Reviewer)	8/14/18	\$16,400	\$4,250	\$12,150

**Total Value**

Appraiser	Date	Before	After	Easement
Tim Sheehan	7/5/18	\$410,000	\$106,000	\$304,000
Mark Hanson	8/14/18	\$375,000	\$100,000	\$275,000
Robert Cooper (Reviewer)	8/14/18	\$410,000	\$106,000	\$304,000

**Note:** Both Appraisers and the reviewer used 25.00 net acres as instructed in the Appraisal Order Checklist. Reviewer total values rounded to nearest \$1,000.

*SADC Certified Value*



SCALE: 1"=100'

## LEGEND OF ACQUISITION

PURPORTED OWNER: ST. CLARE OF ASSISI PARISH  
 SADC ID. No. 08-0204-PG  
 STREET ADDRESS: 450 PAULSBORO ROAD  
 MUNICIPALITY: TOWNSHIP OF WOOLWICH  
 COUNTY: GLOUCESTER

BLOCK : 13 LOT: 5.01 INTEREST: 100 %  
 ACRES: 24.492 ACRES

### SUBJECT TO:

ACRES OF NEW JERSEY CLAIM:	0 AC.
ACRES IN ROAD:	0.796 AC.
ACRES OF OVERLAP:	0 AC.
ACRES CLOUDED:	0 AC.
ACRES IN FUTURE R.O.W.	1.466 AC.
ENCROACHMENTS	0
ACRES WATER	0 AC.

### AREA SUMMARY:

TOTAL GROSS AREA:	27.754 AC.
TOTAL AREA OF SEVERABLE EXCEPTION:	0 AC.
TOTAL AREA OF NON-SEVERABLE EXCEPTION:	1.000 AC.
TOTAL AREA IN R.O.W.:	2.262 AC.
TOTAL AREA IN N.J. CLAIM:	0 AC.
TOTAL AREA OVERLAP:	0 AC.
TOTAL AREA UNDERWATER (OUT OF N.J. CLAIM):	0 AC.
TOTAL AREA OF ENCROACHMENTS:	0 AC.
TOTAL AREA OF CLOUDED TITLE:	0 AC.
TOTAL AREA IN EASEMENTS:	0 AC.
<b>TOTAL NET FARMLAND EASEMENT TO BE OBTAINED</b>	<b>24.492 AC.</b>

