AGENDA

6:00 p.m. Wednesday, January 22, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from **December 27, 2019** and **January 3, 2020**.

PROCLAMATIONS

P-1 Proclamation honoring John Zukauskas Executive of Acenda on his retirement.
(To be presented by Freeholder Jefferson)

P-2 Proclamation recognizing Daniel Joseph Paolello for achieving the rank of Eagle Scout.
(To be presented by Freeholder Lavender)

P-3 Proclamation honoring the Clearview High School Pioneer Field Hockey Team 2019 South Jersey Group III Sectional Champions and State Champions.
(Previously presented by Freeholder Jefferson)

P-4 Proclamation honoring Mary Capasso on her 100th Birthday.
(Previously presented by Freeholder Jefferson)

INTRODUCTION OF BOND ORDINANCE

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2021) AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $15,800,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

Introduction of this Ordinance authorizes the Guaranty by the County of principal and interest of Solid Waste Revenue Bonds (Landfill Project, Series 2021) in the amount of $15,800,00 in bonds or bond anticipation notes to finance a capital improvement program of the Gloucester County Improvement Authority consisting of: (a) the design and construction of a new solid waste landfill Cell 15 at the Complex; and (b) the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("2020 Project"). A public hearing on the bond ordinance is scheduled for Wednesday, February 19, 2020.

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION — **DIRECTOR DAMMINGER**
FREEHOLDER DIMARCO

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2020.

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

A-2 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2020.

This Resolution authorizes the purchase materials, supplies and equipment for the County of Gloucester through State contracts under the State's Cooperative Purchasing Program in accordance with N.J.S.A. 40A:11-12 for calendar year 2020, which will alleviate the need for public bidding.

A-3 RESOLUTION AUTHORIZING THE PURCHASE OF PREMIUM MAINTENANCE RENEWAL SERVICES AND APPLICABLE SUBSCRIPTIONS FROM OPTIV SECURITY, INC. FOR $49,497.50 THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

This Resolution authorizes the purchase of annual computer maintenance and support through State Contract #A41210 from Optiv Security, Inc., for Palo Alto networks used by the County, including Threat Prevention Subscription, PANDB URL Filtering Subscription, WildFire Subscription and Partner Enabled Premium Support Renewal. CAF #20-00149 has been obtained to certify funds.

A-4 RESOLUTION AUTHORIZING A CONTRACT AND MAINTENANCE AGREEMENT WITH EDMUNDS & ASSOCIATES, INC. FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 FOR $46,670.00.

This Resolution will authorize a Contract and Maintenance agreement for 2020 software support and MCSJ cloud hosting services with Edmunds & Associates Inc., for $46,670.00 ($36,325.00 for software maintenance agreements for the financial application used by the County, and $10,345.00 for provision of the exclusive MCSJ cloud hosting services). This is proprietary software as per N.J.S.A. 40A:11-5DD. CAF #20-00152 has been obtained to certify funds.

A-5 RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 FOR $83,184.00, AND CONTRACT IN AN AMOUNT NOT TO EXCEED $8,000.00 ANNUALLY.

This Resolution authorizes a Service Agreement and Contract and with Siemens Industry, Inc. for the purchase of technical support and maintenance for proprietary software for the Siemens XLS-V Fire Alarm System at the GC Justice Center for a total amount of $83,184.00, with a contractual provision for annual maintenance as needed in an amount not to exceed $8,000.00 per year, for incidental maintenance and supplies not covered under the service agreement. Contract shall be for a period of two (2) years, from January 1, 2020 to December 31, 2021. CAF# 20-00151 was obtained to certify funds for the first year. Continuation of the Contract beyond 2020 is contingent upon adoption of the 2021 County budget.

A-6 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM DELL MARKETING, L.P. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $250,000.00.

This Resolution authorizes the purchase of computer equipment including hardware, PC replacement, printers, chipsets, processors, and operating systems needed by various departments within the County from Dell Marketing, L.P., through State Contract #19-TELE-00656 in an amount not to exceed $250,000.00, for a period of one (1) year from January 1, 2020 to December 31, 2020.

A-7 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER RELATED EQUIPMENT FROM HEWLETT PACKARD ENTERPRISES THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution authorizes the purchase of computer-related equipment, including servers and storage which may be needed for all County departments and buildings from Hewlett Packard Enterprises, through State Contract #A40116 in an amount not to exceed $50,000.00, for a period of one (1) year from January 1, 2020 to December 31, 2020.

A-8 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM HEWLETT PACKARD, INC. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution authorizes the purchase of computer equipment to include personal computers, laptops, and tablets, which may be needed for all County departments and buildings from Hewlett Packard, Inc., through State Contract #A89974 in an amount not to exceed $50,000.00, for a period of one (1) year from January 1, 2020 to December 31, 2020.

A-9 RESOLUTION AUTHORIZING PURCHASE OF POSTAGE AND SUPPLIES FROM PITNEY BOWES FOR THE COUNTY THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $280,000.00.

This Resolution authorizes the purchase of postage, equipment maintenance, rental and supplies for use by the County from Pitney Bowes, through State Contract #A41258 in an amount not to exceed $280,000.00, for a period of one (1) year from January 1, 2020 to December 31, 2020.

A-10 RESOLUTION AUTHORIZING THE COUNTY ASSESSOR AND COUNTY COUNSEL TO SETTLE TAX APPEALS.

The County is granting authority to the County Assessor, in concert with County Counsel, to resolve as appropriate pursuant to N.J.S.A. 54:1-99 all tax appeals related to properties with assessments that do not exceed $3,500,000.00.

A-11 RESOLUTION OF THE COUNTY OF GLOUCESTER DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES RELATING TO VARIOUS CAPITAL IMPROVEMENTS FOR THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER OUT OF THE PROCEEDS OF BONDS TO BE HEREAFTER ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ON BEHALF OF THE SCHOOL DISTRICT.

The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester, has determined to undertake for lawful school purposes, a capital project for necessary improvements. The County intends to pay such project costs on behalf of the School District using temporarily available funds in anticipation of reimbursing such expenditures from the proceeds of bonds to be issued by the Gloucester County Improvement Authority, for the benefit of the County and the School District, at a future date, in the aggregate principal amount of up to $34,000,000 ("Bonds"). In accordance with the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder including, without limitation, Income Tax Regulation §1.150-2, this Resolution will set forth the County's intention to reimburse itself for such expenditures out of the proceeds of the Bonds.

A-12 RESOLUTION CERTIFYING COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964"

This Resolution will certify compliance by the County in accordance with N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183, which requires the governing body of each county to certify that their local unit's hiring practices comply with the U.S. Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq*., (April 25, 2012), prior to submitting it's approved annual budget to the Division of Local Government Services in the NJ Department of Community Affairs.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES — **DEPUTY DIRECTOR DIMARCO**, **FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH NATURAL PET, INC. D/B/A ENGLISH CREEK SUPPLY, FROM FEBRUARY 5, 2020 TO FEBRUARY 4, 2021, IN AN AMOUNT NOT TO EXCEED $51,000.00.

This Resolution awards a Contract to Natural Pet, Inc. d/b/a English Creek Supply, for the supplying and delivery of bulk food Nutro Max, Iams, or approved equal for the Gloucester County Animal Shelter, pursuant to bid specifications PD-020-003, in an amount not to exceed $51,000.00, from February 5, 2020 to February 4, 2021.

B-2 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAULSBORO PRINTERS, LLC, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED $805,575.00.

Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other school and special elections that may be scheduled for the year – not to exceed $805,575.00 for the year (open-ended). In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots, which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk.
- Emergency ballots – one lot per machine, per district and per party for Primary election.
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming).
- Sample ballots which includes ballots for the polling locations and ballots to post to the website.
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations.

Paulsboro Printers, LLC is on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

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

C-1 RESOLUTION AUTHORIZING THE PURCHASE OF THREE TRUCKS AND RELATED EQUIPMENT FROM BEYER FORD THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF $86,475.00.

Resolution authorizing a purchase from Beyer Ford, LLC for three (3) 2020 Ford F-250 XL regular cab pickup trucks, and three (3) Meyer or Boss Model LP8.0 or SD8.0 – 8' snow plows, for a total amount of $86,475.00 through State Contract A88727. CAF #20-00150 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH FEDERICI & AKIN, P.A. CONSULTING ENGINEERS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR $69,708.00.

This Resolution authorizes the award of a contract to Federici & Akin, P.A. Consulting Engineers for professional design services regarding construction of a roundabout at the extension of College Drive to Salina Road, as per RFP #19-055 (known as Engineering project #18-12) for $69,708.00. CAF #19-11323 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING CHANGE ORDER #04-FINAL (INCREASE) TO CONTRACT WITH JPC GROUP, INC.

This Resolution will authorize Change Order #04-Final to increase the contract with JPC Group, Inc. by $83,272.75, regarding the Local Bridge Rehabilitation Project at Seven locations throughout Gloucester County, known as Engineering Project #16-06. This change order is necessary for supplemental items for work associated with additional foundations and slope stabilization etc., resulting in a new contract amount of $2,574,642.21. CAF #17-08282 has been obtained to certify funds.

C-4 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) TO CONTRACT WITH R. E. PIERSON CONSTRUCTION CO., INC.

This Resolution will authorize Change Order #01-Final to decrease the contract with R.E. Pierson Construction Co., Inc. by $162,623.41, for resurfacing and safety improvements to Hurffville Grenloch Road (CR 635) in the Township of Washington, known as Engineering Project #18-25SA. This Change Order is due to increases and decreases based on as-built quantities, resulting in a new contract amount of $995,594.17.

C-5 RESOLUTION ESTABLISHING OPERATING PROCEDURES FOR THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL.

The Gloucester County Board of Chosen Freeholders created the Gloucester County Municipal Economic Development Council (the "Council") by Resolution on May 21, 1997 to establish a collaborative relationship between the County and the 24 municipalities within the County to maximize economic growth and coordinate employment opportunities. This Resolution establishes Operating Procedures to advance efficiency and continuity of the Council.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS — **FREEHOLDER CHRISTY**, **FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY2019 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, FROM JULY 1, 2019 TO JUNE 30, 2020, IN THE TOTAL AMOUNT OF $110,000.00, WHICH INCLUDES AN IN-KIND MATCH OF $55,000.00.

Resolution authorizing the acceptance of the FFY2019 Emergency Management Agency Assistance Grant, FFY19-EMPG-EMAA-0800, CFDA # 97.042, in the amount of $110,000.00 which includes an in-kind match of $55,000.00, from July 1, 2019 to June 30, 2020.

D-2 RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, FOR $49,012.00.

The resolution authorizes a contract with Everbridge, Inc. for the provision of an annual subscription, maintenance, and support for the Mass Notification System. C.A.F. # 20-00326 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 INCREASING THE CONTRACT WITH CME ASSOCIATES BY UP TO $14,125.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $99,125.00.

This Resolution authorizes an amendment to the contract with CME Associates to increase the contract in an amount not to exceed $14,125.00, resulting in a total contract amount not to exceed $99,125.00, from January 1, 2020 to December 31, 2020. This increase is due to unforeseen additional septic system plan reviews as per RFP 19-019.

F-2 RESOLUTION MODIFYING VENDOR BUSINESS NAME FROM CANON SOLUTIONS AMERICA, INC. TO CANON USA, INC.

By Resolution adopted on November 26, 2019, the County of Gloucester authorized the purchase of an OCE' Plotwave Printing System from Canon Solutions America, Inc. Thereafter, the County was advised that the official name of the vendor is Canon USA, Inc., and a modification is necessary to reflect the proper business name to ensure payment can be made.

F-3 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS AND EXTENSIONS FOR VARIOUS SERVICE PROVIDERS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

This resolution will extend Contracts for one (1) year from January 1, 2020 to December 31, 2020, with amendments to reflect adjustments in services due to state funding and the current demand for each of the following service providers:

Provider	Amendment	Total 2020 Contract Amount not to Exceed
Maryville, Inc.	+$ 20,507.00	$ 223,807.00
SODAT of NJ, Inc.	- $ 10,448.00	$ 18,025.00
Center for Family Services, Inc.	- $ 7,000.00	$ 41,000.00
New Hope Foundation, Inc.	+$ 11,000.00	$ 39,650.00
The Wounded Healer	- $ 7,000.00	$ 21,100.00

F-4 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021, IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes the purchase of New Jersey Transit bus passes for the period February 1, 2020 to January 31, 2021, in an amount not to exceed $100,000.00, for clients of the Division of Social Services, as per the Division of Family Development, Instruction No. 07-7-2, Regulatory Reference: N.J.A.C. 10:90-5.4, requiring County agencies to make transportation services available to eligible WFNJ/GA/TANF recipients.

F-5 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FROM NEOPOST USA, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED $60,000.00 FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021.

This Resolution authorizes the County Purchasing Agent to purchase postage and postage supplies for the Gloucester County Division of Social Services, from Neopost USA, Inc. in an amount not to exceed $60,000.00, through State Contract #A41267, for the period February 1, 2020 to January 31, 2021.

DEPARTMENT OF PARKS & LAND PRESERVATION — **FREEHOLDER LAVENDER**
FREEHOLDER DIMARCO

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES, FROM JANUARY 22, 2020 TO JANUARY 21, 2021, IN AN AMOUNT NOT TO EXCEED $40,000.00.

Resolution authorizing a contract for the services of environmental engineering and soil sampling services for including but not limited to preliminary environmental assessments and Phase II studies, and follow up work as needed, pursuant to RFP#020-011. It is recommended the contract be awarded to ARH Associates with an address of 215 Bellevue Avenue, P.O. Box 579, Hammonton, New Jersey 08037. This contract is for an amount not to exceed $40,000.00, from January 22, 2020 to January 21, 2021.

G-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ABNC ENTERPRISES, LLC FOR $520,124.55.

The Office of Land Preservation is preserving this 85.971 acre farm property in cooperation with the State Agriculture Development Committee (SADC) and Franklin 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 $520,124.55 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 $428,780.36 and Franklin Township will be providing funds in the amount of $91,344.19, for a total purchase price of $520,124.55 (based on the certified value of $6,050.00 per acre). The SADC will reimburse the County the sum of $337,436.18 for their portion of the total acquisition price either at or before settlement. As this property made application through the Franklin Township Municipal Farmland Preservation Program, the County is not responsible for any costs in relation to the required professional work necessary for settlement (appraisals, survey work, and title work). Settlement on this property is expected to occur in the very near future. The property is also contiguous to more than 500 acres of previously preserved farmland. C.A.F. # 20-00143 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

MINUTES

12:00 p.m. Friday, December 27, 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 December 18, 2019.

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

Comments: N/A

PROCLAMATIONS

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION **DIRECTOR DAMMINGER**
FREEHOLDER DIMARCO

52227 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR THE 2019 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT.

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

Comments: N/A

52228 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED SETTLEMENT AGREEMENT AND GENERAL RELEASE OF THE LITIGATION MATTER ENCAPTIONED KRAKORA, ET AL. V. COUNTY OF GLOUCESTER, ET AL.

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

Comments: N/A

52229 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BROWN & CONNERY, LLP.

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

Comments: N/A

52230 RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES FOR 2020.

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

Comments: N/A

52231 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SUPERIOR OFFICERS ASSOCIATION FOP LODGE #165 - FOP NEW JERSEY LABOR COUNCIL AND THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS /GLOUCESTER COUNTY SHERIFF FROM JANUARY 1, 2019 TO DECEMBER 31, 2023.

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

Comments: N/A

52232 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 331 INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE COUNTY OF GLOUCESTER / THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS, DIVISION OF SOCIAL SERVICES FROM JANUARY 1, 2020 TO DECEMBER 31, 2024.

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

Comments: N/A

52233 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN SURPLUS PROPERTY THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT

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

Comments: N/A

52234 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FOR $45,000.00.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

FREEHOLDER DIMARCO
FREEHOLDER LAVENDER

52235 RESOLUTION AUTHORIZING AMENDMENTS TO THE GLOUCESTER COUNTY ANIMAL SHELTER'S POLICIES AND PROCEDURES.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

FREEHOLDER CHRISTY
FREEHOLDER SIMMONS

52236 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY THROUGH STATE CONTRACT# A82583 IN AN AMOUNT NOT TO EXCEED $75,000.00, FROM NOVEMBER 1, 2019 TO OCTOBER 31, 2020.

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

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 12:13 PM

~334th~
~ANNUAL REORGANIZATION MEETING MINUTES~
~BOARD OF CHOSEN FREEHOLDERS~
~OF THE COUNTY OF GLOUCESTER~
~FRIDAY, JANUARY 3, 2020~
~6:00 p.m.~

Call to order at 6:00 p.m. by Chad M. Bruner, Administrator

Open Public Meeting Act Notice
A resolution setting, this date, time and location for this Annual Reorganization meeting was adopted on December 18, 2019. Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on Friday, December 20, 2019 at 10:00 a.m.

Invocation by Freeholder Jim Jefferson

Presentation of the Colors by Semper Fidelis Detachment of the Marine Corps League

Pledge of Allegiance, led by the Administrator

National Anthem, sung by Michael Jones

Administrator, Chad M. Bruner, reads a letter certifying the election of Frank J. DiMarco and Daniel Christy to the Board of Chosen Freeholders of the County of Gloucester.

Introduction, by Administrator Bruner, of newly re-elected Freeholder Frank J. DiMarco escorted by his son Frank Jr., his daughter Delaney and his grandson Frank III, who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey Senate President for the swearing-in ceremony of Freeholder-elect DiMarco.

Swearing-in of Freeholder-elect DiMarco.

Introduction, by Administrator Bruner, of newly elected Freeholder Daniel Christy escorted by his mother Barbara Mello, son Dan Christy Jr. and Stephanie Salvatore, his mother Barbara Mello will hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey Senate President for the swearing-in ceremony of Freeholder-elect Christy.

Swearing-in of Freeholder-elect Christy.

ROLL CALL OF THE 2020 BOARD OF FREEHOLDERS

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

Nomination, election and swearing-in of Director of the Board of Chosen Freeholders for the year 2020. Swearing-in of the Freeholder Director, the oath of office to be administered by the Honorable Stephen M. Sweeney, New Jersey Senate President.

	Motion	Second	Yes	No	Abstain	Absent
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Damminger					X	
Freeholder DiMarco	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons						X

Nomination of Deputy Director of the Board of Chosen Freeholders for the year 2020. Swearing-in of the Deputy Director, the oath of office to be administered by The Honorable Donald Norcross, United States House of Representatives.

	Motion	Second	Yes	No	Abstain	Absent
Freeholder Barnes	X		X			
Freeholder Christy			X			
Freeholder DiMarco					X	
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons						X
Director Damminger			X			

Annual Address by the Director of the Board of Chosen Freeholders.

Introduction of Honored Guests.

Comments by Freeholders.

~DIRECTOR'S APPOINTMENTS FOR VARIOUS POSITIONS IN 2020~

- Director Damminger is appointed Freeholder Liasion to the Improvement Authority.
- Deputy Director DiMarco is appointed Freeholder Liasion to the Housing Authority and Utilties Authority.
- Director Damminger, Deputy Director DiMarco and Freeholder Barnes are appointed to the Board of School Estimates for GCIT/SSSD.
- Director Damminger and Freeholder Barnes are appointed to the Board of School Estimates for Rowan College of South Jersey (RCSJ).
- Freeholder Simmons is appointed Freeholder Liasion to the Gloucester County Chamber of Commerce.
- Freeholder Jefferson is appointed Freeholder Liasion to the following committes: The Commission for Women, The Disabled Advisory Council, The Human Services Advisory Council, The Local Advisory Committee on Alcohol and Drug Abuse, The Local Citizens Advisory Board of Transportation, The Gloucester County Mental Health Board, and The Youth Services Commission.
- Freeholder Lavender is appointed Freeholder Liasion to the Agriculture Development Board.
- Tom Bianco is appointed Freeholder representative to Main Street Woodbury.
- Theresa Ziegler is appointed Freeholder representative to the Southern New Jersey Resource Conservation & Development Council.

MOTION TO APPROVE RESOLUTIONS 52237 THROUGH 52286 BY CONSENT

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

52237 RESOLUTION adopting the Rules of the Board of Chosen Freeholders of the County of Gloucester for the year 2020.

52238 RESOLUTION adopting Freeholder assignments for the Board of Chosen Freeholders of the County of Gloucester for the year 2020.

52239 RESOLUTION authorizing and approving a temporary budget for the year 2020. This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2020 until the 2020 County Budget is adopted.

52240 RESOLUTION authorizing emergency temporary appropriations. This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2020 in excess of the normal 26.25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.

52241 RESOLUTION adopting a schedule of regular meetings of the Board of Chosen Freeholders for the year 2020. This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

52242 RESOLUTION fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act. Any person may request that a public body mail to him or her copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.

52243 RESOLUTION authorizing Cash Management Plan pursuant to N.J.S.A. 40A:5-14, et seq. N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief Financial Officer of the unit is charged with administering the plan.

52244 RESOLUTION reappointing **Chad Bruner** as **Administrator** for the County of Gloucester from **February 1, 2020** to **January 31, 2025** and authorizing employment contract.

52245 RESOLUTION authorizing a Contract with **Petroni & Associates, LLC** for professional accounting services from **July 1, 2020 to June 30, 2021** in an amount not to exceed **$127,600.00**.

52246 RESOLUTION authorizing a Contract with **Parker McCay, P.A.** for professional Bond Counsel and other legal services from **January 1, 2020 to December 31, 2020**, in an amount not to exceed **$175,000.00**.

52247 RESOLUTION authorizing a Contract with **Brown and Connery, LLP** for professional Labor Counsel and other legal services from **January 1, 2020 to December 31, 2020**, in an amount not to exceed **$250,000.00**.

52248 RESOLUTION authorizing a Contract with **Acacia Financial Group, Inc.**, for professional Financial Advisor services from **January 1, 2020, to December 31, 2020**, in an amount not to exceed **$50,000.00**.

52249 RESOLUTION authorizing a Contract with **Law Offices of John A. Alice** for legal services for the County Adjuster's Office from **January 1, 2020 to December 31, 2020**, in an amount not to exceed **$35,000.00**.

52250 RESOLUTION authorizing a Contract with **Law Offices of John A. Alice** for legal counsel for the County Division of Social Services from **January 1, 2020 to December 31, 2020**, in an amount not to exceed **$50,000.00**.

52251 RESOLUTION authorizing a Contract with **CME Associates** for professional engineering services regarding the **2020 septic system plan reviews** in an amount not to exceed **$200,000.00**.

52252 RESOLUTION authorizing contracts with **Bach Associates, PC** and **Joseph F. McKernan Jr. Architects and Associates, LLC** for professional architectural services from **January 1, 2020 to December 31, 2020** in an amount not to exceed **$50,000.00** per vendor.

52253 RESOLUTION designating Gloucester County Qualified Purchasing Agent, Kimberly A. Larter as Gloucester County's Public Agency Compliance Officer as required by the New Jersey Administrative code 17:27-3.2 for calendar year 2020. The Public Agency Compliance Officer (hereinafter "PACO") shall specifically perform the duties prescribed in New Jersey's affirmative action rules and ensuring the County's compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.

52254 RESOLUTION establishing the official newspapers for the County of Gloucester for the year 2020. **THE SOUTH JERSEY TIMES, THE COURIER POST AND THE SENTINEL OF GLOUCESTER COUNTY.**

52255 RESOLUTION appointing members to the Animal Shelter Advisory Committee. **DAWN LIPPINCOTT AND DR. KRISTIN WHITE.**

52256 RESOLUTION appointing members to the Rowan College of South Jersey Board of Trustees Search Committee. **COLLEEN COLLINS , DR. GERALDINE MARTIN, VICKI BRAUN MCCALL, EDWARD MUNIN, and PHILLIP TARTAGLIONE**.

52257 RESOLUTION appointing members, a Chairman, Vice Chairman and Secretary for the Gloucester County Construction Board of Appeals. **WILLIAM KREBS, JOSEPH HEITMAN, RICHARD HOLLOWAY, DESIGNATING ROBERT DEANGELO AS CHAIRMAN, JOSEPH CONBOY AS VICE CHAIRMAN, AND SANDRA ROST AS SECRETARY.**

52258 RESOLUTION appointing **Eric M. Campo** as **County Counsel** for the County of Gloucester from **January 1, 2020 to December 31, 2022** and authorizing employment contract.

52259 RESOLUTION appointing representatives to the Delaware Valley Regional Planning Commission. **THERESA ZIEGLER AND FREEHOLDER SIMMONS, 1ST ALTERNATE.**

52260 RESOLUTION appointing members to the Disabilities Advisory Council. **KEVIN BROWN JOAN CLARK, LISA CONLEY , LESLIE COSTELLO, JOYCE FEDER, BRYAN MILLER, KIMBERLY QUIGLEY, THERESA ROHLFING, GRACEANNE RYAN, KATHY VACZI, OEM REPRESENTATIVE, ROWAN SCHOOL OF MEDICINE REPRESENTATIVE, DIVISION OF VOCATIONAL REHABILITATION, COUNTY SPECIAL SERVICES SCHOOL DISTRICT AND WORKFORCE DEVELOPMENT BOARD.**

52261 RESOLUTION appointing members to the Emergency Management Council. **CBRNE TEAM, COUNTY COUNSEL, COUNTY EMS CHIEF, COUNTY FIRE MARSHAL, COUNTY MEDICAL EXAMINER, COUNTY MENTAL HEALTH ADMINISTRATOR, COUNTY PROSECUTOR, DEPUTY EMERGENCY MANAGEMENT COORDINATORS, DIVISION OF SOCIAL SERVICES, DIVISION OF SPECIAL TRANSPORTATION, ECONOMIC DEVELOPMENT DIRECTOR, EMERGENCY MANAGEMENT COORDINATOR, FREEHOLDER LIAISON, HAZ MAT MITIGATION OFFICER, HEALTH DEPARTMENT, CHARLES JONES (SOLVEY SOLEXIS), PUBLIC INFORMATION OFFICER, PUBLIC WORKS DEPARTMENT LIAISON, RED CROSS DIRECTOR, PAT ROBINSON (PAULSBORO REFINING COMPANY), SHERIFF AND MARK CHAPMAN, INSPIRA MEDICAL SYSTEMS.**

52262 RESOLUTION appointing Assistant Fire Marshals for the County of Gloucester. **Daniel Hauss & Steven Smith**

52263 RESOLUTION appointing a member to the Housing Authority. **J. BETTY PURNELL.**

52264 RESOLUTION appointing members to the Human Services Advisory Council for Gloucester County. **LUANNE HUGHES, JENNIFER PLEWS, KATHERINE VACZI AND HOUSING AUTHORITY DIRECTOR.**

52265 RESOLUTION appointing members to the Improvement Authority. **CHARLES FENTRESS.**

52266 RESOLUTION appointing a member to the Industrial Pollution Control Finance Authority. **DANIEL COX AND TIM SHEEHAN.**

52267 RESOLUTION appointing members as the Insurance Commission Representatives for Gloucester County. **SCOTT D. BURNS, GEORGE HAYES, ALTERNATE.**

52268 RESOLUTION appointing members to the County Excess Liability Fund. **TIMOTHY SHEEHAN AND SCOTT D. BURNS, ALTERNATE.**

52269 RESOLUTION appointing members to the County Interagency Coordinating Council for Children. **RUDOLPH AIKENS, SANDRA BACKENSTO, ROBERT BAMFORD, LISA CONLEY, JULIE FRANKLIN, KIM GLAZER, JOAN GERACI, SONYA IVANOVS, ADRIENNE JACKSON, BEVERLY LYNCH, TRACY HILLIKER MAURIELLO, JENNIFER PLEWS, JENNIFER RODRIGUEZ, LINDA SMITH, BILLIE DANIELLE THOMAS, DIRECTOR GLOUCESTER COUNTY CMO, DIRECTOR MOBILE RESPONSE AND DIRECTOR FAMILY SUPPORT ORGANIZATION.**

52270 RESOLUTION appointing members to the Library Commission. **ANDREA REAHM.**

52271 RESOLUTION appointing members to the Local Advisory Committee on Alcohol and Drug Abuse (LACADA). **NICK DESIMONE, WILLIAM DOUGHERTY, KATHLEEN FOSTER, JOHN HOWARD, JAMES MCBEE, JR., GAIL SLIMM, LINDA TRAMO, DENISE WELSH, PROSECUTOR'S OFFICE REPRESENTATIVE, AND SUPERINTENDENT OF SCHOOLS REPRESENTATIVE.**

52272 RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. **SALVATORE BARBUTO, DENNIS COOK, ROBERT DAZLICH, DENNIS LEDGER, THERESA ZIEGLER, NJ TRANSIT REPRESENTATIVE AND CHRISTINA VELAZQUEZ, ALTERNATE.**

52273 RESOLUTION appointing members to the Gloucester County Mental Health Board. **GLOUCESTER COUNTY WARDEN, SUZANNE SMITH AND ROWAN SCHOOL OF OSTEOPATHIC MEDICINE REPRESENTATIVE.**

52274 RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. **FREEHOLDER HEATHER SIMMONS, FREEHOLDER FRANK J. DIMARCO, 1st ALT. AND FREEHOLDER JIM JEFFERSON, 2ND ALT.**

52275 RESOLUTION appointing members to the Parks and Golf Advisory Council. **THOMAS BIANCO, MARGARET BONNER, LISA CERNY, JOHN P. DALY, GEORGE HUBBS AND DAVID YARNALL.**

52276 RESOLUTION appointing members to the Gloucester County Planning Board. **TED BAMFORD, JOHN ROBINSON, ERNEST D'ORAZIO, RYCK SIGNOR AND ANNA MARIA ROSATO, ALTERNATE.**

52277 RESOLUTION appointing members to the Police Academy Advisory Board. **CITIZEN MEMBERS: J. THOMAS BUTTS, ROBERT J. ONLY, STEVEN PFEIFFER; MEMBER OF THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE; THREE MEMBERS OF THE POLICE CHIEF'S ASSOCIATION REPRESENTATIVES; MEMBER OF THE GLOUCESTER COUNTY SHERIFF'S OFFICE; MEMBER OF ROWAN COLLEGE OF SOUTH JERSEY; AND TWO MEMBERS OF THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS.**

52278 RESOLUTION appointing members to the Senior Services Advisory Board. **BETTY DAVIDSON JACKIE DEFRANK, CONSTANCE FENTRESS, LACY HAYNICZ, JANICE HILL, ELIZABETH MCCULLOUGH, MARC NAGTEGAAL, WILMA NAGTEGAAL, JOYCE NUNEVILLER, JOAN RAUCH, LIN TENAGLIA, PRESIDENT OF GC SENIOR CITIZEN ORG. (EX OFFICIO) AND REP, GC NUTRITION COUNCIL (EX OFFICIO).**

52279 RESOLUTION appointing members to the Solid Waste Advisory Council. **FREEHOLDER HEATHER SIMMONS, ERIC AGREN, JOE FERRARI, GERALD MICHAEL, DALE MILLER, SCOTT NORCROSS, RICHARD POOL, JOSEPH MARINO, WENDY CAREY AND THERESA ZIEGLER.**

52280 RESOLUTION appointing members to the Tri-County Water Quality Control Board. **LARRY HAYNES, AND FREEHOLDER LIAISON.**

52281 RESOLUTION appointing members to the Gloucester County Utilities Authority. **RICHARD M. GIULIANI** and **ED CORYELL.**

52282 RESOLUTION appointing members to the Advisory Board for the County Veteran's Cemetery. **FREEHOLDER LIAISON, FREEHOLDER LIAISON DEPUTY, COMMANDER, GC VET ADVISORY BOARD, DIRECTOR OF VETERANS AFFAIRS, SUPERVISOR OF INTERNMENT.**

52283 RESOLUTION appointing members to the Voting Accessibility Advisory Committee. **FOUR MEMBERS –BOARD OF ELECTIONS, FREEHOLDER, FRANK DIMARCO, LYNN MCCLINTOCK, LEONA MATHER, SUPERINTENDENT OF ELECTIONS, MARK HARRIS, BERNADETTE FORWARD, AND CHAD BRUNER.**

52284 RESOLUTION appointing members to the Gloucester County Commission for Women. **LISA CERNY, MARY JANE LOVE, GAIL SLIMM, MARGUERITE STUBBS AND BEVERLY RANTON WELLONS.**

52285 RESOLUTION appointing members to the Workforce Development Board. **KENNETH BARNSHAW, TOM BIANCO, MICHAEL DICKEN, ANTHONY DIFABIO, ROBERT DEMARCO, STEPHEN HART, FRED KEATING, BRIGETTE SATCHELL AND STACEY SMITH.**

52286 RESOLUTION appointing members to the Gloucester County Youth Services Commission. **CANDICE CARTER, VENUS DAVIS, SONIA DECENCIO, REV. DR A.B. FRAZIER, CHARLES GOLDSTEIN, GLORIA GOODE, ERIN KLEIN, MARYBETH MONROE, JENNIFER RODRIGUEZ, DR. CAROLE ANN SUBOTICH, FREEHOLDER DIRECTOR REPRESENTATIVE, PRESIDING JUDGE OF FAMILY PART/SUPERIOR COURT REPRESENTATIVE, ASSISTANT FAMILY DIVISION MANAGER REPRESENTATIVE, VICINAGE CHIEF PROBATION OFFICER REPRESENTATIVE, COUNTY PROSECUTOR REPRESENTATIVE, COUNTY PUBLIC DEFENDER REPRESENTATIVE, DCF/DCP&P REPRESENTATIVE, COUNTY MENTAL HEALTH ADMINISTRATOR, SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, SUPERINTENDENT OF GCIT REPRESENTATIVE, DIVISION OF HUMAN AND DISABILITY SERVICE DIRECTOR, ASSOCIATE VP OF TOGETHER YOUTH SHELTER, DETENTION CENTER DIRECTOR REPRESENTATIVE, FAMILY CRISIS UNIT REPRESENTATIVE, LAW ENFORCEMENT REPRESENTATIVE, DIRECTOR OF ADDICTION SERVICES, JUVENILE OFFICERS ASSOCIATION REPRESENTATIVE, JUVENILE JUSTICE COMMISSION LIAISON AND WORKFORCE DEVELOPMENT REPRESENTATIVE.**

BENEDICTION – Freeholder Jim Jefferson

Motion to Adjourn

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

Gloucester County

Board of Chosen Freeholders

Proclamation

Honoring
John Zukaukas
On His Retirement
43 Years of Dedicated Service in the Field of Mental Health

WHEREAS, *the Gloucester County Board of Chosen Freeholders would like to take this time to honor and congratulate* ***John Zukaukas*** *on his retirement from forty three years of dedicated service in the field of mental health; and*

WHEREAS, John Zukaukas *began his career in 1976, providing personalized care to those with mental health issues in the tristate region. He has held numerous positions at various institutions, including Albert Einstein Medical Center, Delaware State Hospital and as CEO of Newpoint Behavioral Health, culminating in his position as Executive Consultant at Acenda Integrated Health; and*

WHEREAS, John Zukaukas *graduated from Villanova University with a Bachelor's Degree in Psychology and started at Albert Einstein Medical Center in the locked inpatient unit. He was promoted to Psychiatrist Therapist, providing outpatient counseling and a psychiatric partial care program while simultaneously pursuing an MBA degree in Health and Medical Services Administration from Widener University. Upon graduation,* ***John Zukaukus*** *became Unit Director for Delaware State Hospital, ultimately being promoted to Hospital Administrator; and*

WHEREAS, John Zukaukas *served as CEO at Newpoint Behavioral Health for 18 years, and was an invaluable part of the merger of the three major organizations: Robin's Nest, Cape Counseling and Newpoint, forming Acenda Integrated Health. Acenda Integrated Health continues to provide and support a wide range of mental health services to children, adults and families in Gloucester County and the surrounding region.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons* ***do hereby honor and congratulate John Zukaukas upon his retirement and wish him continued success in all his future endeavors.***

IN WITNESS WHEREOF, *the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22rd day of January, 2020.*

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed. D
Freeholder

Heather Simmons
Freeholder

Attest:

Laurie J. Burns, Clerk of the Board

In Recognition Of

Daniel Joseph Paolello

Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Daniel Joseph Paolello** on his achievements as a member of the Boy Scouts of America, Troop 26; and

WHEREAS, Daniel began his Scouting career on September 14, 2009 and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. On March 24, 2014 **Daniel** crossed over to Boy Scouts Troop 26 achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, Life and on September 23, 2019 distinguished himself by earning the ***"Rank of Eagle Scout"***, the highest award offered by the Boy Scouts of America; and

WHEREAS, Daniel earned 37 Merit Badges, 21 of which are required from his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Patrol Leader, Senior Patrol Leader and Junior Assistant Scoutmaster. **Daniel's,** Order of the Arrow Leadership Positions include Ceremonies Chairman, Vice Chief of Program and Lodge Chief; and

WHEREAS, Daniel has performed 110 hours of community service, camped 80 nights and hiked over 15 miles with his Troop. **Daniel's** special achievements include Order of the Arrow Ordeal and Order of the Arrow Brotherhood. His awards include Arrow of Light, BSA Standup Paddle Boarding, Polar Bear Plunge and the Lenape Lodge 8 Ceremonialist; and

WHEREAS, Daniel exhibited his commitment to public service by selecting as his Eagle Scout project, the construction and design of a fire pit and three benches for the American Legion Post 452 in Mullica Hill, New Jersey, which will be, used for flag retirement ceremonies. He was able to obtain material donations for the fire pit from Lowes, lumber for the benches from Home Depot and other materials were donated from his family. **Daniel** spent 20 hours leading his fellow Scouts and friends through the process of clearing the site, leveling the fire pit location, installing the fire ring bricks, cutting and assembling of benches. **Daniel** used the knowledge from years of developing leadership skills in Scouting to reach the final chapter of his career in Boy Scouts; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2020 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons **do hereby recognize Daniel Joseph Paolello for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 26.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of January, 2020.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed. D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

HONORING
THE CLEARVIEW HIGH SCHOOL PIONEER FIELD HOCKEY TEAM
2019 SOUTH JERSEY GROUP III SECTIONAL CHAMPIONS
2019 GROUP III STATE CHAMPIONS

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the ***Clearview High School Pioneer Field Hockey Team*** *for winning the 2019 South Jersey Group III Sectional Championship and 2019 Group III State Championship; and*

WHEREAS, the ***Pioneers*** *accomplished an amazing feat by capturing the first field hockey titles in Clearview High School history; and*

WHEREAS, the members of the ***Clearview High School Pioneer Field Hockey Team*** *are Gigi McAlpin, Sage Riso, Alexa Van Doren, Allie Palumbo, Grace Trovato, Abby Vesey, Nevaeh Deichert, Kayla Mills, Soraya Reamon, Ariana Sharkey, Sam Johnson, Anna Bruno, Sofia Urzillo, Gabby Andres, Darian DeLeo, Ava Lomonaco, Christina Unger, Grace Solomon, Bella Cipparone, Riley McCullough, Brielle Sharkey, Ryan Remaly, Managers Rory Filinuk, and Nic Sindoni and Ball Boy Colby Pennington; and*

WHEREAS, under the capable guidance of Head Coach Britney Ewan and Assistant Coaches Jaclyn Guth and Maria Unger, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons do hereby honor and congratulate the* ***Clearview High School Pioneer Field Hockey Team*** *for its outstanding performance during the 2019 Season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.*

IN WITNESS WHEREOF, *the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of December, 2019.*

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed. D
Freeholder

Heather Simmons
Freeholder

Attest:
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ Honoring 100 Year Old ~
Mary Capasso
Resident of Gloucester County

WHEREAS, *the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize* ***Mary Capasso*** *on the occasion of her 100th Birthday and*

WHEREAS, ***Mary*** *was born in Paulsboro, New Jersey on October 3, 1919, and grew up with her parents and three siblings.* ***Mary*** *graduated from Paulsboro High School, where she met her husband Carl. They married on October 25, 1942 and had one child, also Carl, then one grandson, Joseph, and many nieces and nephews; and*

WHEREAS, *Professionally,* ***Mary*** *worked at Mobil as a gasoline tester for military aircraft while her husband Carl served in the USAF during WWII. When he returned home, he joined her working at Mobil in the accounting office. In 1958, Mary opened her own boutique in Gibbstown called "Gibbs Center", a small jewelry and gift shop; and*

WHEREAS, *Following their mutual passion for dance,* ***Mary*** *and Carl became accomplished ballroom dancers, and* ***Mary*** *did not stop dancing until the age of 90. She is an avid reader, spending her free time reading on the front porch. She enjoys day trips to the casino, playing Bridge and Bingo, sewing, crafts and cooking; and*

WHEREAS, *Gloucester County has been blessed to have such a vibrant and special person as* ***Mary Capasso*** *as a member of our community and wish her continued good health and happiness; and*

NOW THEREFORE, BE IT PROCLAIMED, *that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons* ***do hereby honor and recognize Gloucester County resident Mary Capasso on attaining 100 years of life is a laudable and distinguished milestone which deserves special acknowledgment and celebration.***

IN WITNESS WHEREOF, *the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11th day of December, 2019.*

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D.
Freeholder

Heather Simmons
Freeholder

Attest:
Laurie J. Burns
Clerk of the Board

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. ___

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2021) AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $15,800,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

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

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

WHEREAS, the Authority desires to authorize the issuance of: (i) its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2021), in the aggregate principal amount not-to-exceed $15,800,000 ("2021 Bonds") pursuant to the General Bond Resolution, as amended and supplemented to date and as further amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009, FEBRUARY 16, 2012, MARCH 20, 2014, MAY 19, 2016, FEBRUARY 16, 2017 AND MARCH __, 2020: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO $15,800,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 20__); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR OR ACTING EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Tenth Supplemental Resolution" and together with the General Bond Resolution, as heretofore amended and supplemented, the "Bond Resolution"); and (ii) if necessary, a short term Solid Waste Construction Loan Note in the principal amount of not-to-exceed $15,800,000 ("Notes") pursuant to a stand-alone Subordinate Note Resolution ("Note

Resolution") of the Authority, to finance a capital improvement program consisting of: (a) the design and construction of a new solid waste landfill Cell 15 at the Complex; and (b) the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("2020 Project"); and

WHEREAS, in order to induce the prospective purchasers of the 2021 Bonds or Notes to purchase the 2021 Bonds or Notes and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A.* 40:37A-80), to further amend the Original Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2021 Bonds and Notes, provided that such 2021 Bonds and Notes, in aggregate, shall not exceed $15,800,000, as further described herein (the Original Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

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

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

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2021 Bonds and the Notes in a total aggregate principal amount not-to-exceed $15,800,000, which 2021 Bonds and Notes are to be issued for the purpose of financing the costs of the 2020 Project as defined and further described in the preambles hereof, such 2021 Bonds and Notes to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Tenth Supplemental Resolution or a Subordinate Note Resolution authorizing the issuance of the 2021 Bonds and Notes, respectively, and consistent with the provisions of the Act. The term "2021 Bonds" shall include all 2021 Bonds issued for or with respect to the 2020 Project or any bonds issued to refund the 2021 Bonds originally issued for the 2020 Project; provided, however, the total principal amount of 2021 Bonds and Notes outstanding and entitled to the benefits of this ordinance shall not exceed $15,800,000. Any 2021 Bonds or Notes which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented, including by the Tenth Supplemental Resolution authorizing the issuance of the 2021 Bonds, or the Note Resolution, respectively, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2021 Bonds and Notes referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2021 Bonds and Notes in the same manner and to the same extent as in the case of bonds or notes issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2021 Bonds and Notes, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each of the 2021 Bonds and Notes, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

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

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

COUNTY OF GLOUCESTER, NEW JERSEY

By:_____
Robert M. Damminger, Freeholder Director

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

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

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2021 Bonds and Notes outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed $15,800,000, shall, after the issuance of such 2021 Bonds and Notes, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2021 Bonds and Notes entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2021 Bonds and Notes until the end of the fiscal year beginning next after the completion of the 2020 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the 2020 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2021 Bonds and Notes issued to finance the costs of the 2020 Project or as otherwise provided by law.

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

(a) The maximum principal amount of 2021 Bonds and Notes which are hereby and hereunder guaranteed to be outstanding at any one time as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2020 Project to be financed in accordance with the transaction contemplated hereby is, $15,800,000.

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

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of

Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by $15,800,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2021 Bonds and Notes.

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

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

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

Date of Introduction: **January 22, 2020**

Date of Final Adoption: February 19, 2020

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-1

RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2020

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 January 17, 2020; 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 January 17, 2020.

NOW, THEREFORE, BE IT RESOLVED that the County's bill list for the period ending January 17, 2020, 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 January 17, 2020, 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 January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-2

RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2020

WHEREAS, pursuant to N.J.S.A. 40A:11-12 any contracting unit may, without advertising for bids, purchase materials, supplies and equipment, through the State of New Jersey (hereinafter "State") Cooperative Purchasing Program under any State contracts entered into by the State's Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the County of Gloucester is such a contracting unit, and desires to purchase materials, supplies and equipment through such State contracts without the need for public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Qualified Purchasing Agent be, and is, hereby authorized to purchase materials, supplies and equipment for the County, through State Contracts under the State's Cooperative Purchasing Program pursuant to N.J.S.A. 40A:11-12, and all other applicable statutes and regulations, for the year 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

_____

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

A-3

RESOLUTION AUTHORIZING THE PURCHASE OF PREMIUM MAINTENANCE RENEWAL SERVICES AND APPLICABLE SUBSCRIPTIONS FROM OPTIV SECURITY, INC. FOR $49,497.50 THROUGH STATE CONTRACT FROM JANUARY 21, 2020 TO JANUARY 20, 2021

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of any goods or services through State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester, through the Office of Information Technology utilizes the Palo Alto Network Firewall hardware and software for the Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) which integrates with the County's network to provide the highest level of security; and

WHEREAS, it is necessary to purchase premium maintenance renewal services and applicable subscriptions which are required for the existing Palo Alto Network Firewall, and it has been determined that the County can purchase said services and subscriptions from Optiv Security, Inc. as per quote #1092864-6 for $49,497.50 through State Contract No. A41210; and

WHEREAS, a certificate of availability has been provided by the County Treasurer certifying funds pursuant to CAF #20-00149, which amount shall be charged against budget line item 0-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County's Qualified Purchasing Agent is authorized to purchase the premium maintenance renewal services and applicable subscriptions for the Palo AltoNetworks from Optiv Security, Inc., as per vendor's quote #1092864-6 for $49,497.50, through State Contract no. A41210 from January 21, 2020 to January 20, 2021.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on January 22, 2020 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

OPTIV

Date: 12/19/2019
Expiration: 1/18/2020

To:
COUNTY OF GLOUCESTER
Salvatore Pellerito
Network Administrator
2 South BROAD ST
WOODBURY, NJ 08096-4604
US
(856) 307-6669
spellerito@co.gloucester.nj.us

1 year Palo Alto Renewal
State Contract# 41210
** ASP: OPTIV Authorized Support **

Quote#: 1092864-6
Payment Terms: Net 30
Tax ID: 43-1806449
Internal Reference#: Q-610683

From:
Matthew Hall
(610) 2912487
matthew.hall@optiv.com

Client Operations Specialist:
Diego Castano
(610) 889-7916
diego.castano@optiv.com

Remit Payment:
PO Box 28216 Network Place
Chicago, IL 60673-1282

Line #	Product Description	Product Code	Term	Serial Number(s)	QTY	Customer Price	Customer Extended Price
1	Palo Alto Networks: Threat prevention subscription for device in an HA pair renewal, PA-5220	PAN-PA-5220-TP-HA2-R	2020-01-21 to 2021-01-21	'013201004041 '013201004053	2	USD 5,407.50	USD 10,815.00
2	Palo Alto Networks: PANDB URL filtering subscription for device in an HA pair renewal, PA-5220	PAN-PA-5220-URL4-HA2-R	2020-01-21 to 2021-01-21	'013201004041 '013201004053	2	USD 5,407.50	USD 10,815.00
3	Palo Alto Networks: WildFire subscription for device in an HA pair renewal, PA-5220	PAN-PA-5220-WF-HA2-R	2020-01-21 to 2021-01-21	'013201004041 '013201004053	2	USD 5,407.50	USD 10,815.00
4	Palo Alto Networks: Partner enabled premium support renewal, PA-5220	OPTIV-PAN-SVC-BKLN-5220-R	2020-01-21 to 2021-01-21	'013201004041 '013201004053	2	USD 8,526.25	USD 17,052.50

Subtotal: USD 49,497.50
Estimated Tax: USD 0.00
Estimated Shipping: USD 0.00
Grand Total: **USD 49,497.50**

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. 20-00149

Pg

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

~~VENDOR #: OPTIV005~~

VENDOR
OPTIV SECURITY, INC.
ATTN: LEGAL DEPARTMENT
1144 15TH STREET, SUITE #2900
DENVER, CO 80202

ORDER DATE: 01/10/20
REQUISITION NO: R0-13475
DELIVERY DATE:
STATE CONTRACT: 41210
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	PALO ALTO NETWORKS MAINTENANCE THREAT PREVENTION SUBSCRIPTION FOR DEVICE IN AN HA PAIR RENEWAL, PA-5220 PRODUCT CODE: PAN-PA-5220-TP-HA2-R.	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	5,407.5000	10,815.00
2.00	PANDB URL FILTERING SUBCRIPTION FOR DEVICE IN AN HA PAIR RENEWAL, PA-5220 PRODUCT CODE: PAN-PA-5220-URL4-HA2-R	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	5,407.5000	10,815.00
2.00	WILDFIRE SUBSCRIPTION FOR FOR DEVICE IN AN HA PAIR RENEWAL, PA-5220 PRODUCT CODE: PAN-PA-5220WF-HA2-R	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	5,407.5000	10,815.00
2.00	PARTNER ENABLED PREMIUM SUPPOR RENEWAL, PA-5220 PRODUCT CODE: OPTIV-PAN-SVC-BKLN-5220-R	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	8,526.2500	17,052.50
	SERIAL NUMBER:013201004041/013201004053 TERM:01/21/2020-01/21/2121 QUOTE# 1092864-6 STATE CONTRACT:41210 APPROVED 1/22/2020			
	PLEASE GIVE PAPERWORK TO AMY GREGG			
			TOTAL	49,497.50

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.	***DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW***
X VENDOR SIGN HERE DATE		Tracy N. Gindes TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

A-4

RESOLUTION AUTHORIZING A CONTRACT AND MAINTENANCE AGREEMENT WITH EDMUNDS & ASSOCIATES, INC. FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 FOR $46,670.00

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester can obtain necessary software support and maintenance for the proprietary Edmunds financial application utilized by various County departments, as well as provision of the exclusive MCSJ cloud hosting service from Edmunds & Associates, Inc. of 301A Tilton Road, Northfield, NJ 08225, from January 1, 2020 to December 31, 2020 for $46,670.00; and

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

WHEREAS, the County Treasurer has certified the availability of funds in the amount of $46,670.00 pursuant to CAF #20-00152, which amount shall be charged against budget line item #0-01-20-140-001-20370.

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 Contract and Maintenance Agreement with Edmunds & Associates, Inc. for the hereinabove referenced purposes from January 1, 2020 to December 31, 2020 for $46,670.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 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
EDMUNDS & ASSOCIATES, INC.

THIS CONTRACT is made effective the 1st day of **January 2020**, 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 **EDMUNDS & ASSOCIATES, INC.**, with offices at 301A Tilton Road, Northfield, NJ 08225, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for services relative to software support for the proprietary Edmunds financial application utilized by various County departments, as well as provision of the exclusive MCSJ cloud hosting service; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the 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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be for the period of one (1) year from January 1, 2020 to December 31, 2020.

2. COMPENSATION. The Contractor shall be compensated for a total contract amount of $46,670.00.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for services relative to software support for the proprietary Edmunds financial application utilized by various County departments, as well as provision of the exclusive MCSJ cloud hosting service, as per Contractor's Invoice nos. 20-00303 and 20-01510, and 2020 Support Maintenance Service Agreement (Exhibit A), which are incorporated herein and made 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 the Contractor's renewal documents.

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

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

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

d. The Contractor, 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor 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 shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The 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 authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.

THIS CONTRACT is made effective the **1st** day of **January, 2020**.

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

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**EDMUNDS & ASSOCIATES, INC.**
_____	_____
	By: **Title:**

edmunds
GovTech

October 01, 2019

Dear Client:

In order to ensure the Edmunds GovTech commitment to providing exceptional service and systems, your support & license agreement in 2020 will have an increase for the 1st time since 2009. While our costs have increased substantially over that time, you will only have a modest +/- 3.2% increase. We are able to keep the increase modest due to our ongoing investments in staff training, operational efficiencies and continuing growth.

Please check out out recently added modules; Parks and Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management.

Cloud Hosting and DataVault provide multiple benefits of redundant back-ups and increasingly important protection against ransomware, viruses and other data intrusions.

Check out our current apps in the Apple and Google store by searching "MCSJ". Current apps include: Attendance, MyTown Resident Services & Notification, Requisition, Inspection, Meter and Inventory Management.

Regardless of whether you are a calendar or fiscal year entity, all support and license agreements are due January 2, 2020 and cover the period of January 1, 2020 through December 31, 2020.

- All attached agreements must be signed and returned prior to December 31, 2019 to continue use of MCSJ Software and receive software support, system enhancements, mandated changes and updates.

- If you purchased your system sometime in calendar year 2019, your support agreements have been pro-rated to the date of purchase to account for your one year of free support. If your system was purchased in 2018, and this year there is an increase, it's because your 2019 Support & License agreement was pro-rated.

- MCSJ Cloud based system provides daily back-up, enhanced security, performance and access, please contact us for more information.

Please forward a purchase order in the amount of the enclosed invoice(s) with a signed copy of the enclosed agreements. Edmunds GovTech greatly appreciates the opportunity to serve your organization.

Best regards,

Edmunds GovTech

301 Tilton Road, Northfield, NJ 08225
www.edmundsgovtech.com | 609.645.7333 | contact@edmundsgovtech.com

edmunds GovTech

2020 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- EGT is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCSJ software operation
- MCSJ report printing resolution
- Client voting for Software Enhancements in "The User Voice" community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Software Updates, New Products & Development

- MCSJ Enhancements to Version 2019.2 ready now
- Parks and Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- Software system & technical documentation

Client Services

- More than 200 webinars/video tutorials every year
- E-mail alerts & notification of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates

edmunds GovTech

2020 Minimum Recommended Back-up Procedures

******CRITICAL REQUIREMENT******

Every year clients lose data due to ransomware, hardware failures and viruses.
Please take proper precautions to protect and backup your data.

Edmunds GovTech strongly recommends performing regular backups on your MCSJ database. It is best to deploy a solution that backs up your data to a local media and off-site/cloud location as well so that it can be recovered in the event of a total loss. Edmunds GovTech offers a DataVault solution that automatically backs up your MCSJ data to the cloud daily.

Failure to follow these recommendations can greatly reduce our ability to help you recover from data loss. All consultations will be billable at our current hourly rate of $150 per hour regardless of your hardware maintenance coverage plan. Please review the minimum suggested back up procedures listed below to help keep your data safe.

- ✓ The MCSJ database (mcsDB) should be backed up daily to separate media. One for each day of the week. This should not be done while users are in the system.
- ✓ Complete MCSJ directory back up should be done at least weekly.
- ✓ Media (tapes/flash drives/external HD) should be rotated and taken off site.
- ✓ Monthly media should be archived for at least 3 months.
- ✓ Backups should be tested by being fully restored at least every 30 days to verify MCSJ is being successfully backed up. DO NOT test by restoring to the original location, this will overwrite your live database.

If activated the MCSJ application warns you if MCSJ data files have not been backed up in 4 days. It is the responsibility of each client to insure the success of these MCSJ data backups and including any other critical data is also being properly backed up.

Client name:_____ Date: _____

Employee signature: _____

Printed name: _____

Please make a copy for your records and distribute as necessary.
Please sign and fax back to 609-645-3111.

092619

301 Tilton Road, Northfield, NJ 08225
www.edmundsgovtech.com | 609.645.7333 | contact@edmundsgovtech.com

Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

INVOICE #
20-01510

INVOICE DATE: 10/03/19
DUE DATE: 01/04/20

Gloucester County
Attn: Rosemary
I T Department
115 Budd Boulevard
Woodbury, NJ 08096

Thank you for your business!
Please contact us at (609) 645-7333
with questions regarding this invoice.
Visit our support site www.EA411.com

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		2020 Hosting Services		
1.0000	MHHEAD	2020 Hosting Services	0.000000	0.00
1.0000/YR	M-NJ-H33	Hosting Services Level III Yr3	10,345.000000	10,345.00
		5 Year Cloud Hosting Agreement		
		Up To 100 Concurrent Users		
		Annual Cost & Payment Terms:		
		Year 1 (2018) $11,250		
		Year 2 (2019) $ 9,850		
		Year 3 (2020) $10,345		
		Year 4 (2021) $10,860		
		Year 5 (2022) $11,400		
			TOTAL DUE:	$ 10,345.00

MCSJ License & Maintenance fees cover services from January 1, 2020 thru December 31, 2020.

Proven Solutions That Power Local Government

Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

INVOICE #
20-00303

INVOICE DATE: 10/01/19
DUE DATE: 01/02/20

Gloucester County
Attn: Rosemary
I T Department
115 Budd Boulevard
Woodbury, NJ 08096

Thank you for your business!
Please contact us at (609) 645-7333
with questions regarding this Invoice.
Visit our support site www.EA411.com

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		2020 Software Maintenance		
1.0000	MHEAD	2020 Software Maintenance	0.000000	0.00
1.0000	M-NJ-FN4	SS Financial Accounting IV	16,225.000000	16,225.00
1.0000	M-NJ-ER3	SS Electronic Requisitions III	4,005.000000	4,005.00
1.0000	M-NJ-PR3	SS Payroll III	8,520.000000	8,520.00
1.0000	M-NJ-HR3	SS Human Resources III	7,575.000000	7,575.00
			TOTAL DUE:	$ 36,325.00

MCSJ License & Maintenance fees cover services from January 1, 2020 thru December 31, 2020.

Proven Solutions That Power Local Government

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. 20-00152

Pg

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

VENDOR #: EDMUN010

VENDOR
EDMUNDS & ASSOCIATES INC
301 A TILTON ROAD
NORTHFIELD, NJ 08225

ORDER DATE: 01/10/20
REQUISITION NO: R0-13479
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2020 SOFTWARE MAINTENANCE SERVICE ID: MHEAD SSFINANCIAL ACCOUNTING IV SERVICE ID:M-NJ-FN4	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	16,225.0000	16,225.00
1.00	SS ELECTRONIC REQUISITIONS III SEVICE ID: M-NJ-ER3	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	4,005.0000	4,005.00
1.00	SS PAYROLL III SERVICE ID: M-NJ-PR3	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	8,520.0000	8,520.00
1.00	SS HUMAN RESOURCES III SERVCE ID: M-NJ-HR3	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	7,575.0000	7,575.00
1.00	2020 HOSTING SERVICES HOSTING SERVICES LEVEL III YR3 5 YEAR CLOUD HOSTING AGREEMENT UP TO 100 CONCURRENT USERS CONTRACT TERM 1/1/2020-12/31/2020 APPROVED 1/22/2020	0-01-20-140-001-20370 Equipment Svc Maintenance Agreements	10,345.0000	10,345.00
			TOTAL	46,670.00

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. **X** VENDOR SIGN HERE DATE TAX ID NO. OR SOCIAL SECURITY NO. DATE	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD DATE	***DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW*** Tracey A Mendez TREASURER / CFO QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

A-5

RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2021 FOR $83,184.00, AND CONTRACT IN AN AMOUNT NOT TO EXCEED $8,000.00 ANNUALLY

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County has a need for such services relative to technical support, testing, inspection and maintenance for proprietary hardware/software associated with the Siemens XLS-V Fire Alarm System located at the County Justice Center; and

WHEREAS, the County can obtain said services from Siemens Industry, Inc. as per Contractor's Proposal #4410231 and Service Agreement dated December 19, 2019, for a total amount of $83,184.00 (payable as $41,124.00 in 2020, and $42,060.00 in 2021); and

WHEREAS, a contractual provision is also necessary for as-needed, incidental maintenance and supplies that are not covered under the Service Agreement in an amount not to exceed $8,000.00 per year from January 1, 2020 to December 31, 2021; and

WHEREAS, the County Treasurer has certified the availability of funds for $41,124.00 pursuant to CAF No. 20-00151, which shall be charged against budget line item #0-01-20-140-001-20370. Continuation of the Contract and Service Agreement beyond 2020 is conditioned upon approval of the 2021 Gloucester County Budget.

WHEREAS, the variable component of the Contract is for estimated units of service on an as-needed basis, which does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time, and continuation of the Contract beyond December 31, 2020 is conditioned upon the approval of the 2021 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, the Service Agreement with Siemens Industry, Inc. for proprietary services relative to the Siemens XLS-V Fire Alarm System at the GC Justice Center for $83,184.00; and, the Contract in an amount not to exceed $8,000.00 per year for as-needed, incidental maintenance and supplies not covered under the Service Agreement from January 1, 2020 to December 31, 2021; and

BE IT FURTHER RESOLVED before any payments 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 payment for maintenance 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 January 22, 2020 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
SIEMENS INDUSTRY, INC.

THIS CONTRACT is made effective the **1st** day of **January 2020**, 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 **SIEMENS INDUSTRY, INC.,** with offices at 2000 Crawford Place, Suite 300, Mount Laurel, NJ 08054 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to the Siemens XLS-V Fire Alarm System located at the GC Justice Center; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County also has a need for as estimated units of service regarding incidental maintenance and supplies necessary for efficient operation of said fire alarm system; 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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for the period of two (2) years from January 1, 2020 to December 31, 2021.

2. COMPENSATION. The Contractor shall be compensated for the provision of technical support, testing, and inspection services for a total contract amount of $83,184.00, payable as $41,124.00 in 2020 and $42,060.00 in 2021, plus an additional amount not to exceed $8,000.00 per year for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement dated December 19, 2019.

Payments to be made beyond December 31, 2021 shall be conditioned upon approval of the final County 2021 budget.

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

invoice until the necessary details are provided.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall include services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to the Siemens XLS-V Fire Alarm System located at the GC Justice Center as per Contractor's Proposal #4410231 and Service Agreement dated December 19, 2019 (Exhibit A), which are incorporated herein and made part of this Contract, and for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement .

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 Contractor's renewal documents.

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

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

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

d. The Contractor, 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor 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 shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. The 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 authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.

THIS CONTRACT is made effective the **1st** day of **January, 2020**.

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

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**SIEMENS INDUSTRY, INC.**
_____	_____
	By: **Title:**

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: Siemens Industry Smart Infrastructure
Signed: _____ Title: Sales Manager
Print Name: _____ Date: 1/9/2020

AJ Bozzelli
Sales Manager

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.

Unrestricted

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

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

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name	None

Unrestricted

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: Siemens Industry Smart Infrastructure
Signed: [signature] Title: Sales Manager
Print Name: AJ Bozzelli Date: 1/9/2020
Sales Manager

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.

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Contact Information

Proposal #:	4410231
Date:	December 19, 2019

Sales Executive:	Lucas Baker
Branch Address:	2000 Crawford Place Suite 300 New Jersey, 08054
Telephone:	484-919-6924
Email Address:	lucas.baker@siemens.com

Customer Contact:	Amy Gregg
Customer:	Gloucester County Justice Complex
Address:	70 Hunter St., Woodbury, New Jersey 08096
Services shall be provided at:	Gloucester County Justice Complex
	70 Hunter St., Woodbury, New Jersey 08096

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Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

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Building Services – Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure your satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Fire Services we are pleased to offer the following services:

- Manage System Operation & Compliance

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction
NFPA – National Fire Protection Association

Emergency Online/Phone Response

Standard
Monday through Sunday, 24 Hours per Day, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 4 hours, Monday through Sunday, 24 hours per day, excluding Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Premium
Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Manage System Operation & Compliance

Test & Inspection – Fire Alarm System

Siemens will perform the required annual test of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. Siemens will provide the necessary documentation to aid in satisfying local code and AHJ requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

Siemens will verify proper operation of the following:

- Initiating devices
- Notification appliances

Repair & Replacement Services – Fire Alarm System

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

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Exclusions and Clarifications

- Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (h) replacement of more than 10% of refrigerant charge per piece of equipment per incident; (i) installation / removal, and / or rental fees for any temporary HVAC equipment if necessary; or (j) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

- Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

- Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

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Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to confirm schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

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Service Agreement Contract Characteristics

Description	FIRE
Hours of Coverage	24 x 7
Response Times (Phone/Online)	4 Hours
Response Times (Onsite/Emergency)	4 Hours
Remote Services	No
Third Party Systems	No
Monitoring	No
Additional Labor Discount	0.0%
Additional Material Discount	0.0%

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage.See List of Maintained Equipment to view your current Repair and Replacement Coverage.

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Maintained Equipment Table

Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Digital Dialer						
	Test & Inspection – Fire Alarm System	1	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	1	1	1,2		Material and Labor
NCC/Desigo CC UL Listed Computer						
	Test & Inspection – Fire Alarm System	1	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	1	1	1,2		Material and Labor
Power Booster						
	Test & Inspection – Fire Alarm System	11	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	11	1	1,2		Material and Labor
Remote Control/Annunciator Panel						
	Test & Inspection – Fire Alarm System	4	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	4	1	1,2		Material and Labor
Siemens XLS/Desigo FSM Alarm Panel						
	Test & Inspection – Fire Alarm System	1	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	1	1	1,2		Material and Labor
Addressable Duct Detector						

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Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Test & Inspection – Fire Alarm System	18	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	18	1	1,2		Material and Labor
Addressable Heat Detector						
	Test & Inspection – Fire Alarm System	132	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	132	1	1,2		Material and Labor
Addressable Smoke Detector						
	Test & Inspection – Fire Alarm System	502	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	502	1	1,2		Material and Labor
Addressable Pull Station						
	Test & Inspection – Fire Alarm System	71	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	71	1	1,2		Material and Labor
Control Module Contact Output Point (S)						
	Test & Inspection – Fire Alarm System	75	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	75	1	1,2		Material and Labor
Speakers or Horns with Strobes						
	Test & Inspection – Fire Alarm System	212	1	1,2	Onsite	

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Fire

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Strobe	Repair & Replacement Fire Alarm System	212	1	1,2		Material and Labor
Tamper Switch Monitor Module	Test & Inspection – Fire Alarm System	164	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	164	1	1,2		Material and Labor
Waterflow Switch Monitor Module	Test & Inspection – Fire Alarm System	25	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	25	1	1,2		Material and Labor
	Test & Inspection – Fire Alarm System	25	1	1,2	Onsite	
	Repair & Replacement Fire Alarm System	25	1	1,2		Material and Labor

A-6

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM DELL MARKETING, L.P. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $250,000.00

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

WHEREAS, the County of Gloucester has a need to purchase computer equipment including hardware, PC replacement, printers, chipsets, processors and operating systems for use by various departments; and

WHEREAS, it has been determined that the County can purchase said equipment through State Contract No. 19-TELE-00656 from Dell Marketing, L.P., One Dell Way, Round Rock, TX 78682, from January 1, 2020 to December 31, 2020, in amount not to exceed $250,000.00; 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 equipment from Dell Marketing, L.P. is hereby authorized through State Contract No. 19-TELE-00656, from January 1, 2020 to December 31, 2020, in an amount not to exceed $250,000.00; 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 January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-7

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER RELATED EQUIPMENT FROM HEWLETT PACKARD ENTERPISES THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $50,000.00

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

WHEREAS, the County of Gloucester has a need for computer related equipment, including servers and storage which may be needed for all County departments and buildings; and

WHEREAS, it has been determined that the County can purchase said equipment through State Contract No. A40116, from Hewlett Packard Enterprises, 3000 Hanover Street, Palo Alto, CA 94304, from January 1, 2020 to December 31, 2020, in an amount not to exceed $50,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Qualified Purchasing Agent is authorized to purchase computer related equipment including servers and storage as needed for all County departments and buildings, through State Contract No. A40116 from January 1, 2020 to December 31, 2020, in an amount not to exceed $50,000.00; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase 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 January 22, 2020 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-8

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM HEWLETT PACKARD, INC. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $50,000.00

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

WHEREAS, the County of Gloucester has a need for computer related equipment, including personal computers, laptops, and tablets for all departments throughout the County to assist in conducting the business of County government; and

WHEREAS, it has been determined that the County can purchase said equipment through State Contract No. A89974, from Hewlett Packard, Inc. of Government Education Sales, 442 Swan Boulevard, Deerfield, IL 60015, from January 1, 2020 to December 31, 2020 in an amount not to exceed $50,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Qualified Purchasing Agent is authorized to purchase computer related equipment as referenced hereinabove, from Hewlett Packard, Inc. through State Contract No. A89974 from January 1, 2020 to December 31, 2020, in an amount not to exceed $50,000.00; and

BE IT FURTHER RESOLVED that 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 January 22, 2020 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-9

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND RELATED SUPPLIES FROM PITNEY BOWES FOR THE COUNTY THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED $280,000.00

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

WHEREAS, the County of Gloucester has a need for postage and postage equipment, maintenance, and supplies necessary to conduct the business of County government; and

WHEREAS, it has been determined that the County can purchase said supplies through State Contract No. A41258 from Pitney Bowes, with a mailing address of P.O. Box 371896, Pittsburgh, PA 15250, from January 1, 2020 to December 31, 2020 in an amount not to exceed $280,000.00; and

WHEREAS, the contract is for estimated units of service or purchases on an as-needed basis and is open-ended, which does not obligate the County to obtain any service or 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 County Qualified Purchasing Agent is authorized to purchase postage and postage equipment, maintenance and supplies for use by the County from Pitney Bowes, through State Contract No. A41258 from January 1, 2020 to December 31, 2020, in an amount not to exceed $280,000.00; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase 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 January 22, 2020 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-10

RESOLUTION AUTHORIZING THE COUNTY ASSESSOR AND COUNTY COUNSEL TO SETTLE TAX APPEALS

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

WHEREAS, the taxpayer and the County through legal counsel and assessors and/or certified real estate appraisers reach a resolution of the complaints, settling outstanding claims by Stipulation of Settlements; and

WHEREAS, the County is granting authority to the County Assessor, in concert with County Counsel, to resolve as appropriate pursuant to N.J.S.A. 54:1-99 all tax appeals related to properties with assessments that do not exceed $3,500,000.00, as outlined in *Major Tax Appeal Settlement / Defense Settlement Authority*, attached hereto as Exhibit A; and

WHEREAS, the County Assessor will report tax appeal defense status and settlement negotiations to County Counsel, County Administration and the Chief Financial Officer quarterly; and

WHEREAS, County Counsel will manage the defense of all tax appeals of property whose assessed value is $3,500,001.00 or greater and may utilize outside counsel, engaged via a RFP process; and

WHEREAS, the Office of County Counsel and County Assessor will enter into settlement discussions and/or bring a settlement proposal to the Board of Chosen Freeholders; and

WHEREAS, the Board of Chosen Freeholders must approve the settlement of all tax appeals of properties with an assessed value greater than $3,500,001.00 by resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Assessor, in concert with County Counsel, are authorized to resolve and settle all tax appeals related to properties with assessments that do not exceed $3,500,000.00, as outlined in N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8d, R. 8:9-5(b), and the *Major Tax Appeal Settlement / Defense Settlement Authority* attached hereto as Exhibit A; and

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

ADOPTED at the Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Exhibit A

Major Tax Appeal Settlement/Defense Settlement Authority

1. BOCF approves resolution at annual reorganization meeting authorizing the County Assessor, in concert with County Counsel, to settle all tax appeals related to properties with assessments that do not exceed $3,500,000. County Assessor will report tax appeal defense status and settlement negotiations to County Counsel, County Administrator and CFO quarterly.
2. On behalf of the BOCF, County Counsel will manage the defense of all tax appeals of property whose assessed value is $3,500,001 or greater. County Counsel may utilize outside counsel, engaged via a RFP process by the BOCF, to handle a tax appeal. Only County Counsel has authority to enter into settlement discussions or bring a settlement proposal to the BOCF. County Counsel will, at all times, maintain communication with and consult the County Assessor regarding tax appeals.
3. The BOCF must approve by resolution the settlement of all tax appeals of properties with an assessed value greater than $3,500,001.

Process for Settlement/Defense of Tax Appeals for Properties with Assessed Values $3,500,001 or Greater

1. Assessor independently conducts initial research and reports findings to County Counsel. After consultation with legal counsel, County Assessor may authorize valuation report from outside appraisal expert.
2. County Assessor gives notice to counsel that they intend to discuss settlement with taxpayer.
3. County Assessor consults with County Counsel regarding settlement discussions.
4. County Counsel assigns staff attorney or outside legal counsel to tax appeal.
5. County Counsel will present County Assessor's settlement offer to the BOCF. Pursuant to authority granted by the BOCF, County Counsel will manage the settlement negotiations. The County acknowledges that the County Assessor determines assessed value.
6. County Assessor may make a settlement offer pursuant to authority granted by legal counsel.
7. If taxpayer accepts settlement offer, legal counsel assumes control of matter and processes settlement.
8. If taxpayer rejects settlement offer, legal counsel prepares defense with support of the County Assessor. The County Assessor will be consulted by counsel throughout the defense of the appeal, but legal counsel will control the defense and any further settlement discussion
9. If tentative settlement agreement is reached by legal counsel, counsel will: 1) Brief the BOCF in closed session and 2) prepare the necessary agreement and resolution for consideration by BOCF resolution.
10. If approved by BOCF resolution, counsel will work with County Assessor to close out the tax appeal and give notice to all affected parties.

A-11

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION

RESOLUTION OF THE COUNTY OF GLOUCESTER DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES RELATING TO VARIOUS CAPITAL IMPROVEMENTS FOR THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER OUT OF THE PROCEEDS OF BONDS TO BE HEREAFTER ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ON BEHALF OF THE SCHOOL DISTRICT

BACKGROUND

WHEREAS, The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester ("Board" when referring to the governing body and "School District" when referring to the legal entity governed by the Board), in the County of Gloucester, New Jersey, has determined to undertake for lawful school purposes, a capital project including, but not limited to: (i) site work to include new drainage and American's with Disability Act compliance improvements as well as milling and repaving of access roads and parking lots; (ii) roof and HVAC system replacements to include building management systems; (iii) renovations to School District bathrooms, pool and auditorium; (iv) replacement of School District public announcement system, clocks, fire alarms and telecommunication and emergency notification systems; and (v) the completion of such other work and improvements and acquisition of equipment as may be necessary therefor or related to completion of the aforementioned capital improvement program; all as further described in the information prepared in connection therewith and on file in the offices of the Business Administrator/Board Secretary (collectively, the "Project"); and

WHEREAS, the School District intends to incur expenditures for the costs of preparation, design, planning, acquisition construction and installation of the Project including, without limitation, expenditures to certain of its consultants, architects, engineers, attorneys and others for services rendered in connection with the Project (collectively, the "Project Costs"); and

WHEREAS, the School District intends to seek payment for such expenditures from the County of Gloucester, New Jersey ("County"); and

WHEREAS, the County intends to pay such Project Costs on behalf of the School District using temporarily available funds in anticipation of reimbursing such expenditures from the proceeds of bonds to be issued by The Gloucester County Improvement Authority, for the benefit of the County and the School District, at a future date, in the aggregate principal amount of up to $34,000,000 ("Bonds"); and

WHEREAS, in accordance with the requirements of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder including, without limitation, Income Tax Regulation §1.150-2, the County now desires to express its intention to reimburse itself for such expenditures out of the proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AS FOLLOWS:

Section 1. The County hereby declares its reasonable expectation to reimburse expenditures paid by the County on behalf of the School District for the Project Costs prior to the date of issuance of the Bonds including, without limitation, expenditures to certain of its consultants, engineers, architects, attorneys and others for services rendered in connection with the Project, out of the proceeds of the Bonds which are to be issued after the date of this Resolution.

Section 2. The County intends that the expenditures made by, or on behalf of, the County or the School District with respect to the Project are to be financed with the proceeds of the Bonds.

Section 3. The expenditures to be incurred by the County and the School District to pay the costs of the Project prior to the date of execution date of the Bonds will initially be paid from County or School District funds which are not permanently available for the Project.

Section 4. This Resolution is to be retained by the County and made publicly available for inspection at the offices of the County from the date hereof through the date of execution of the Bonds.

Section 5. All resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 6. This resolution shall take effect immediately upon adoption.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-12

RESOLUTION CERTIFYING COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012), prior to submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the Gloucester County Board of Chosen Freeholders have familiarized themselves with the contents of the above-referenced Enforcement Guidance, and with the County's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group Affidavit form attached hereto and properly executed.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that it hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the County's hiring practices comply with the EEOC Enforcement Guidance; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby directs the Clerk of the Board to maintain and make available for inspection a certified copy of this Resolution and the required Affidavit annexed thereto as evidence of said compliance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER'S CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM – COUNTY OF GLOUCESTER
No Photocopies of Signatures

STATE OF NEW JERSEY

COUNTY OF ***GLOUCESTER***

We, members of the governing body of the *County of Gloucester,* being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the ***Gloucester County Board of Chosen Freeholders;***
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended,* 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the County's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the County's hiring practices comply with the above-referenced enforcement guidance.

Robert M. Damminger, Director	Frank J. DiMarco, Deputy Director
Lyman Barnes, Freeholder	Jim Jefferson, Freeholder
Daniel Christy, Freeholder	Heather Simmons, Freeholder
James J. Lavender, Ed.D., Freeholder	

Sworn to and subscribed before me this
_____ day of _____, 2020

_____
notary

_____
Laurie J. Burns, Clerk of the Board

The Municipal Clerk (or **Clerk of the Board of Chosen Freeholders** as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

***IMPORTANT**: This certification must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.*

B-1

RESOLUTION AUTHORIZING A CONTRACT WITH NATURAL PET, INC. D/B/A ENGLISH CREEK SUPPLY, FROM FEBRUARY 5, 2020 TO FEBRUARY 4, 2021, IN AN AMOUNT NOT TO EXCEED $51,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for supplying and delivery of bulk food Nutro Max, Iams, or approved equal for the Gloucester County Animal Shelter, pursuant to bid specifications PD-020-003; and

WHEREAS, bids were publicly received and opened on January 3, 2020; and

WHEREAS, after following proper bidding procedure, it was determined that Natural Pet, Inc. d/b/a English Creek Supply, located at 3088 English Creek Avenue, Egg Harbor Township, New Jersey 08234 was the lowest responsive and responsible bidder for such services; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed $51,000.00, on an as-needed basis, from February 5, 2020 to February 4, 2021, with the option to extend for two (2) one (1) year terms or one (1) two (2) year term. The contract is therefore open-ended, which does not obligate the County to make any purchases; and therefore, a Certificate of Availability of Funds is not required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the execution of the Contract with Natural Pet, Inc. d/b/a English Creek Supply for the supplying and delivery of bulk food Nutro Max, Iams, or approved equal for the Gloucester County Animal Shelter, in an amount not to exceed $51,000.00, from February 5, 2020 to February 4, 2021, with the option to extend for two (2) one (1) year terms or one (1) two (2) year term.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020 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
NATURAL PET, INC. D/B/A
ENGLISH CREEK SUPPLY

THIS CONTRACT is made effective the **22ND** day of **January, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with principal offices at 2. S. Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **NATURAL PET, INC. D/B/A ENGLISH CREEK SUPPLY,** of 3088 English Creek Avenue, Egg Harbor Township, New Jersey 08234, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supplying and delivery of bulk food Nutro Max, Iams, or approved equal for the Gloucester County Animal Shelter; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The Contract is for a period of one year, from February 5, 2020 to February 4, 2021, with the option to extend for two (2) one (1) year terms or one (1) two (2) year term.

2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed $51,000.00, as per Vendor's response to PD-020-003.

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 as set forth in

specifications identified as PD-020-003, and Vendor's response, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications PD-020-003, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this contract, including,

but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract shall consist of this document, the specifications of PD-020-003 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 is dated this 22nd day of January, 2020.

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

NATURAL PET, INC. D/B/A
ENGLISH CREEK SUPPLY

_____

_____

BY:
TITLE:

B-2

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAULSBORO PRINTERS, LLC FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED $805,575.00

WHEREAS, the County of Gloucester has a need for services in the printing of ballots for the Primary, General, Special and all School Board elections for the year 2020; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by Paulsboro Printers, LLC of 22 E. Washington Street, Paulsboro, New Jersey 08066; and

WHEREAS, the cost proposal of Paulsboro Printers, LLC is estimated for an amount not to exceed $805,575.00 based upon the number of registered voters, election districts and the number of elections; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

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

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

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 Paulsboro Printers, LLC for the provision of services in the printing of ballots for the Primary, General, Special, and all School Board Elections from January 1, 2020 to December 31, 2020, in an amount not to exceed $805,575.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

CONTRACT BETWEEN
PAULSBORO PRINTERS, LLC
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 22nd day of January, 2020, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **PAULSBORO PRINTERS, LLC** of 22 E. Washington Street, Paulsboro, New Jersey 08066, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the printing of ballots for all Gloucester County 2020 Primary, General, Special and School Board Elections; and

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

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

TERMS OF AGREEMENT

1. TERM. This contract shall be effective for the period commencing January 1, 2020 and concluding December 31, 2020.

2. COMPENSATION. Vendor shall be compensated in an amount not to exceed $805,575.00.

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

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 CONTRACTOR. Specific duties of the Vendor are set forth in "Program Specifications" which is incorporated and made part of this contract as **Attachment A**, together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CONTRACT PARTS. This contract shall consist of this document, the specifications of the County and Vendor's Quotations, attached hereto as Attachment A, dated November 1, 2019. If there is a conflict between this Contract and the specification or the Vendor's response, then this Contract and the Specifications shall control.

THIS CONTRACT is dated this 22nd day of January, 2020.

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

ATTACHMENT A
Program Specifications

Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed $805,575.00 for the year (open-ended). In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk
- Emergency ballots – one lot per machine, per district and per party for Primary election
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming)
- Sample ballots which includes ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

Paulsboro Printers, LLC is also on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

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: Paulsboro Printers LLC
Signed: [signature] Title: Business Manager
Print Name: Barbara A Tierno Date: 12-30-2019

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FN1]

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
None		

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: Paulsbro Printers LLC
Signed: BL Title: Bus. Manager
Print Name: Barbara A. Tierno Date: 12-30-19

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.

C-1

RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) TRUCKS AND RELATED EQUIPMENT FROM BEYER FORD THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF $86,475.00

WHEREAS, the County of Gloucester has a need to purchase three (3) 2020 Ford F-250XL regular cab pickup trucks with manufacturer's Body Code F2B and 600A package as specified, with related equipment which includes three (3) Meyer or Boss model snow plows with preparation package as specified; and

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

WHEREAS, it has been determined that the County can purchase said vehicles and related equipment for a total amount of $86,475.00 through State Contract #A88727 from Beyer Ford of 170 Ridgedale Avenue, Morristown, NJ 07962; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 20-00150, which amount shall be charged against budget line item 0-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of three (3) 2020 Ford F-250XL regular cab pickup trucks ($24,074.00 each) and related snow plows ($4,751.00 each), with packages as specified above, is hereby authorized from Beyer Ford through State Contract #A88727, for a total amount of $86,475.00; and

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-00150

Pg 1

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

VENDOR #: ~~BEYER010~~

VENDOR
BEYER FORD
170 RIDGEDALE AVENUE
MORRISTOWN, NJ 07962

ORDER DATE: 01/10/20
REQUISITION NO: R0-13370
DELIVERY DATE:
STATE CONTRACT: A88727
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00	2020 FORD F-250 XL SRW 4WD REGULAR CAB, MANUF. BODY CODE: F2B WITH 600A PACKAGE (INCL. AIR CONDITIONING) AND 425 (EMMISSIONS), 996 (6.2l V8 FLEXIBLE FUEL ENGINE), 44S (6-SPEED AUTOMATIC TRANSMISSION) AND FRONT LICENSE PLATE BRACKET. COLOR: WHITE PASSED BY RESOLUTION 1/22/20	0-01-26-315-001-20672 Pick-Up Trucks	24,074.0000	72,222.00
3.00	OPTION: MEYER OR BOSS MODEL LP8.0 OR SD8.0 - 8' SNOW PLOW WITH VEHICLE MANUF. SNOW PLOW PREPARATION PACKAGE AS SPECIFIED IN THE RFP. SECTION 2, T-2100 PASSED BY RESOLUTION 1/22/20	0-01-26-315-001-20672 Pick-Up Trucks	4,751.0000	14,253.00
			TOTAL	86,475.00

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. **X** VENDOR SIGN HERE DATE TAX ID NO. OR SOCIAL SECURITY NO. DATE	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	***DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW*** TREASURER / CFO
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-2

RESOLUTION AUTHORIZING A CONTRACT WITH FEDERICI & AKIN, P.A. CONSULTING ENGINEERS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR $69,708.00

WHEREAS, the County of Gloucester (hereinafter "County") has a need for professional engineering design services regarding construction of a roundabout at the extension of College Drive to Salina Road, known as Engineering Project #18-12 (hereinafter "the Project"); and

WHEREAS, the County requested proposals via RFP #19-055 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4, and concluded that Federici & Akin, P.A. of 307 Greentree Road, Sewell, NJ 08080, made the most advantageous proposal to provide said services for $$69,708.00; and

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

WHEREAS, the Treasurer of the County has certified the availability of funds pursuant to CAF #19-11323, which amount shall be charged against budget line C-04-19-019-165-19211.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a professional services contract with Federici & Akin, P.A. for $69,708.00, for engineering design services regarding the construction of a roundabout at the extension of College Drive to Salina Road, as per RFP #19-055, from January 22, 2020 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

BE IT FURTHER RESOLVED, that pursuant to the requirements of the Local Public Contracts Law and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that the Resolution and contract are on file and available for public inspection in the Office of the Clerk of Gloucester County, shall be published once in the South Jersey Times.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
FEDERICI & AKIN, P.A.

THIS CONTRACT is made this **22nd** day of **January, 2020**, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FEDERICI & AKIN, P.A.,** with an address of 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering design services regarding construction of a roundabout at the extension of College Drive to Salina Road, as per RFP #19-055, known as Engineering Project #18-12 (hereinafter "the "Project"); and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective from January 22, 2020 until completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in the total amount of $69,708.00 as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP #19-055**. The Proposal is incorporated into and made part of this Contract by reference.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in **RFP #19-055**, and Contractor's Proposal dated November 21, 2019, which are incorporated by reference in their entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP #19-055.**

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

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

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such

suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. <u>TERMINATION</u>. This Contract may be terminated as follows:

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, **RFP #19-055** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP #19-055**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders 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**

_____ _____

LAURIES J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST: **FEDERICI & AKIN, P.A.**

_____ _____

By: *(print)*
Title:

FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

Qualifications Statement

Qualifications for Professional Services

County of Gloucester
RFP # 19-055

ENGINEERING DESIGN SERVICES FOR THE CONSTRUCTION OF A ROUNDABOUT AT THE EXTENSION OF COLLEGE DRIVE TO SALINA ROAD

Prepared By:

Joseph P. Federici, Jr., P.E., P.P.
President

Office Location:

307 Greentree Road
Sewell, NJ 08080
(856) 589-1400

November 21, 2019

Estimate for Engineering Services - Surveying & Design - Roundabout at the Extension of College Drive to Salina Road, CR715
Deptford Township

SUBTOTAL Salary & Indirect Costs	$49,268.00	
DIRECT EXPENSES:		
Geotechnical Borings & Report	$10,000.00	(Budget Estimate - Phase I)
Prints	$900.00	
Traffic Study, Report	$9,540.00	(See Shropshire Proposal of 11-15-19, Work Proposed in Phase I)
Sub Total	$20,440.00	
GRAND TOTAL	**$69,708.00**	

11/20/2019

County of Gloucester Purchasing Department

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

Pg 1

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 19-11323

ORDER DATE: 12/31/19
REQUISITION NO: R9-26406
DELIVERY DATE:
STATE CONTRACT: RFP-019-055
ACCOUNT NUM:

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

~~VENDOR #: FEDER010~~

VENDOR
FEDERICI & AKIN P.A.
307 GREENTREE ROAD
SEWELL, NJ 08080

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	18-12 PROFESSIONAL SERVICES ENGINEERING DESIGN SERVICES FOR SALINA RD (CR715) COLLEGE EXTENSION & ROUNDABOUT IN DEPTFORD TOWNSHIP ENGINEERING PROJECT #: 18-12 RFP-019-055 PASSED BY RESOLUTION: JANUARY 22, 2020 **TO BE TAKEN IN PARTIALS**	C-04-19-019-165-19211 Other Engineering	69,708.0000	69,708.00
			TOTAL	69,708.00

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. **X** VENDOR SIGN HERE DATE TAX ID NO. OR SOCIAL SECURITY NO. DATE	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD DATE	***DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW*** TREASURER / CFO QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-3

RESOLUTION AUTHORIZING CHANGE ORDER #04-FINAL (INCREASE) TO CONTRACT WITH JPC GROUP, INC.

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County, known as Engineering Project #16-06 (hereinafter "Project"); and

WHEREAS, by Resolution adopted on July 10, 2019, the County awarded a contract for the Project to JPC Group, Inc. and, the County Engineer has recommended Change Order #04-Final to increase the contract by $83,272.75 due to work associated with additional foundations and slope stabilization, etc., resulting in a new total contract amount of $2,574,642.21.

WHEREAS, the Treasurer has certified to the availability of funds in the amount of $83,272.75 pursuant to CAF #17-08282.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #04-Final to increase the contract with JPC Group, Inc. by $83,272.75, resulting in a new total contract amount of $2,574,642.21 for the Project is hereby approved; and, that the Director of the Board is authorized to execute said Change Order, and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: JPC Group, Inc.
   228 Blackwood-Barnsboro Rd
   Blackwood, NJ 08012

2. Description of Project or Contract: Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County

3. Date of Original Contract: 10/4/2017

4. P.O. Number: 17-08282

5. Amount of Original Contract: $2,193,990.45

6. Amount of Previously Authorized Change Orders 1-3 $297,379.01

7. Amount of this Change Order No. 4 Final: $83,272.75

8. New Total Amount of Contact $2,574,642.21
   (Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Supplemental items for work associated with RedBank Battlefield stairs and West Campus Trailer utility hook up.

This change order requested by _____ on 1-7-20
(Department Head) (Date)

Accepted by _____ on 12/30/2019
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Laurie J. Burns Robert M. Damminger, Director
Clerk of the Board

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 4 Final
STATE AID PROJECT

PROJECT	Local Bridge Rehabilitation Project at Seven Locations throughout Gloucester County
MUNICIPALITY	County of Gloucester
COUNTY	Gloucester County
CONTRACTOR	JPC Group, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
	Supplemental Items			
S9	Additional foundations & Slope Stabilization at Redbank Stairs	1	$18,022.75	$18,022.75
S10	West Campus Trailer Hook Up	1	$65,250.00	$65,250.00
			Total Supplemental	$83,272.75

Amount of Original Contract	$2,193,990.45	Deductions	$0.00
Amount of Original Contract + C.O. No. 1 -4	$2,574,642.21	Supplemental	$83,272.75
		Additions	$0.00
		Total Change	$83,272.75
% Change in Contract	17.3497% Increase		

1-7-20
Vincent M. Voltaggio, P.E. Date
Gloucester County Engineer

Robert M. Damminger Date
Freeholder Director

Approved: _____
(District Engineer) Date
(Local Highway Design)

12/30/2019
Contractor Date

C-4

RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) TO CONTRACT WITH R. E. PIERSON CONSTRUCTION CO., INC.

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for resurfacing and safety improvements to Hurffville Grenloch Road (CR 635) in the Township of Washington, known as Engineering Project #18-25SA (hereinafter "Project); and

WHEREAS, by Resolution adopted on April 17, 2019, the County awarded a contract for the Project to R. E. Pierson Construction Co., Inc. for $1,158,217.58, and the County Engineer has recommended Change Order #01-Final to decrease the contract for the Project by $162,623.41, due to increases and decreases based on as-built quantities, resulting in a new total contract amount of $995,594.17.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01-Final to decrease the contract with R.E. Pierson Construction Co., Inc. by $162,623.41, resulting in a new total contract amount of $995,594.17 is hereby approved; and, that the Director of the Board is authorized to execute Change Order #01-Final (Decrease), and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester

RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) TO CONTRACT WITH R. E. PIERSON CONSTRUCTION CO., INC.

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: **(1)** this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **22nd** day of **January, 2020** and duly recorded in my office; **(2)** that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and **(3)** that I am duly authorized to execute this certificate.

DATED this ____ day of _____, 2020.

_____
LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

Project 18-25

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: R. E. Pierson
426 Swedesboro Road
Pilesgrove, NJ 08098

2. Description of Project or Contract: Resurfacing & Safety Improvements to Hurffville Grenloch Road (CR 635)

3. Date of Original Contract: 4/17/2019

4. P.O. Number: 19-02906

5. Amount of Original Contract: $1,158,217.58

6. Amount of Previously Authorized Change Order: $0.00

7. Amount of this Change Order No. 1 (Final): -$162,623.41

8. New Total Amount of Contact: $995,594.17
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Increases and decreases based on as-built quantities.

This change order requested by _____ on 1-7-20
(Department Head) (Date)

Accepted by _____ Capasso on 11/20/2019
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Laurie J. Burns
Administrator/Clerk of the Board

Robert M. Damminger, Director

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

W:\FILEROOM\HQ\7\7800066\ENG\CM\CHANGES\CO#1\County Change Order#1.xls

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 & FINAL
STATE AID PROJECT

PROJECT	Resurfacing& Safety Improvements to Hurffville Grenloch Road (CR 635)
MUNICIPALITY	Washington Township
COUNTY	Gloucester County
CONTRACTOR	R. E. Pierson Contractor

In accordance with the project Supplementary Specification the following are changes in the contract.
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description		Quantity (+/-)	Unit Prices	Amount
	REDUCTIONS				
4	Excavation, Unclassified	-	1086.17	$35.00	($38,015.95)
5	Geotextile Stabilization Fabric	-	250	$4.00	($1,000.00)
11	Dense-Graded Aggregate, 6" Thick	-	4600	$4.50	($20,700.00)
12	HMA Milling, 3" or less	-	1410	$3.00	($4,230.00)
13	Polymerized Joint Adhesive	-	1450	$1.00	($1,450.00)
14	Tack Coat	-	450	$0.01	($4.50)
15	Hot Mix Asphalt 12.5ME Surface Course, 2" Thick	-	447.14	$86.00	($38,454.04)
16	Hot Mix Asphalt 19M64 Base Course, 4" Thick	-	284.6	$80.00	($22,768.00)
17	Hot Mix Asphalt 9.5M64 Leveling Course	-	218.08	$60.00	($13,084.80)
18	18" Corrugated Smooth Walled High Density Polyethylene Pipe	-	2	$240.00	($480.00)
27	Controlled Low Strength Material (CLSM)	-	25	$250.00	($6,250.00)
28	Test Pits	-	8.932	$500.00	($4,466.00)
31	Reconstructed Manhole, Using Existing Casting	-	3	$1,200.00	($3,600.00)
32	Reconstructed Inlet, Type 'E', Using Existing Casting	-	1	$1,700.00	($1,700.00)
41	Rip Rap Stone Slope Protection, 24" thick d50=12"	-	20	$125.00	($2,500.00)
42	Concrete Sidewalk, 4" Thick	-	44.4	$135.00	($5,994.00)
43	Hot Mix Asphalt Driveway, 2" Thick	-	272	$18.00	($4,896.00)
45	Detectable Warning Surface (Brick Pavers)	-	3.62	$620.00	($2,244.40)
48	Beam Guide Rail	-	30	$16.00	($480.00)
55	Non Vegetative Surface, Hot Mix Asphalt	-	25	$30.00	($750.00)
56	Traffic Stripes, Long-Life, Epoxy Resin, 4"	-	1739	$0.36	($626.04)
57	Traffic Markings, Thermoplastic	-	1073	$2.28	($2,446.44)
58	RPM, Bi Directional, White Lens	-	8	$28.00	($224.00)
59	RPM, Bi Directional, Amber Lens	-	1	$28.00	($28.00)
61	Regulatory Warning and Guide Signs	-	40	$42.00	($1,680.00)
63	Reflective "U" Post Inserts	-	2	$24.00	($48.00)
65	Reset Existing Casting	-	6	$485.00	($2,910.00)
84	Construction Signs	-	95	$15.50	($1,472.50)
87	Temporary Traffic Stripes, 4"	-	1000	$1.40	($1,400.00)
93	Fuel Price Adjustment Remaining	-	1	$12,930.56	($12,930.56)
94	Asphalt Price Adjustment Remaining	-	1	$23,197.43	($23,197.43)
				Total Reductions:	($220,030.66)
	EXTRAS				
34	Reconstruct Inlet, Type 'B', Using Existing Casting	+	3	$950.00	$2,850.00
38	Inlet, Type 'B' With Casting	+	1	$4,750.00	$4,750.00
44	Concrete Driveway, Reinforced, 6" Thick	+	53.5	$195.00	$10,432.50
46	9" x 18" Concrete Vertical Curb	+	262	$62.00	$16,244.00
60	RPM, Bi Directional, Blue Lens	+	6	$28.00	$168.00
64	Turf Repair Strip	+	837	$4.00	$3,348.00
88	Police Traffic Directors	+	19	$60.00	$1,140.00
				Total Extras:	$38,932.50
	SUPPLEMENTALS				
S-1	Rebuild Storm Structure	+	1	$4,000.00	$4,000.00
S-2	Tree Removal	+	1	$5,500.00	$5,500.00
S-3	Slope Stabilization	+	116	$8.00	$928.00
S-4	Landscaping Retaining Wall	+	75	$107.29	$8,046.75
				Total Supplementals:	$18,474.75

Amount of Original Contract	$1,158,217.58
Amount of Original Contract + Change Order No. 1	$995,594.17

Extras	$38,932.50
Supplemental	$18,474.75
Reduction	($220,030.66)
Total Change	-$162,623.41

% Change in Contract -14.04% Decrease

1-7-20
Vincent M. Voltaggio, P.E. Date
Gloucester County Engineer

Approved:
(District Engineer) Date
(Local Highway Design)

Robert M. Damminger Date
Freeholder Director

11/20/2019
(Contractor) Date

C-5

RESOLUTION ESTABLISHING OPERATING PROCEDURES FOR THE GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, the Gloucester County Board of Chosen Freeholders created the Gloucester County Municipal Economic Development Council (the "Council") by Resolution on May 21, 1997 to establish a collaborative relationship between the County and the 24 municipalities within the County to maximize economic growth and coordinate employment opportunities; and

WHEREAS, in an effort to enhance efficiency and continuity, operating procedures are being adopted to codify provisions for the Council's governance and composition; and

WHEREAS, Roberts Rules of Order Revised shall be recognized as the authority for parliamentary procedures when not inconsistent with the Council's operating procedures.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the operating procedures for the Municipal Economic Development Council will become effective upon signing of this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held Wednesday, January 22, 2020, in Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

GLOUCESTER COUNTY MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL

OPERATING PROCEDURES

PREAMBLE

The purpose of this Council is to advise and work in cooperation with the County Department of Economic Development to promote economic and business growth in the county. The Council consists of one representative from each participating municipality. A representative to this Council is designated by each municipality's Mayor and Council. In addition, representatives from various County departments, as set forth below, shall have standing appointments.

ARTICLE I

NAME

The organization shall be known as the Gloucester County Municipal Economic Development Council, hereinafter referred to as the "MEDC."

ARTICLE II

PURPOSE

The MEDC shall assist the Gloucester County Board of Chosen Freeholders ("Freeholders"), the Freeholder Director, the Director of the Gloucester County Department of Economic Development and such other persons and/or entities as the Freeholders shall designate in the following manner:

1. Serve as liaisons to the business community to increase awareness and services provided by the Gloucester County Department of Economic Development.
2. Review and make recommendation with regard to the programs related to the goals, and objectives of the Gloucester County Department of Economic Development.
3. Assist the Department of Economic Development in positioning Gloucester County as a leader in job growth, business development and high quality of life through strategic marketing.
4. Promote attraction, retention, and expansion of quality businesses to insure sustained growth and employment opportunities.
5. Work with the Gloucester County Department of Economic Development to identify and successfully redevelop sites for future business expansion and recreational purposes.
6. Assist in the promotion of the tourism industry throughout Gloucester County.
7. Provide such further assistance as the Freeholders may request from time to time.

ARTICLE III

MEMBERSHIP

1. **Appointments:**

    a. MEDC membership shall be appointed by resolution by the Mayor and Town Council/Committee of each municipality prior to the first meeting of the calendar year or as soon as practical to fill an unexpired term. The name of appointments shall be submitted to the Director of Economic Development.
    b. Standing MEDC members are: (1) the Director of Economic Development (Chairperson); (2) the Executive Director of the Workforce Development Board; representatives from the (3) Planning Board, (4) Agricultural Development Board, and (5) Gloucester County Improvement Authority.

2. **Composition:** The MEDC membership may include the following:

    a. Members of Municipal Economic Development Committees.
    b. Individuals who are involved with a Chamber of Commerce or in the small business community in Gloucester County.
    c. Municipal employees and municipal mayors, committeepersons or councilpersons.
    d. Other persons involved in local community activities.

3. **Term of Office:** Members shall be eligible for reappointment without term limits.

4. **Vacancies:**

    a. A vacancy on the MEDC shall be deemed to exist when:
        i. A member of the MEDC has completed his/ her term;
        ii. A member of the MEDC has resigned by submitting formal written resignation to the Freeholders, with a copy to the Director of Economic Development;
        iii. A member of the MEDC has been dismissed prior to the expiration of his/her term.

    b. Vacancies on the MEDC shall be filled by appointment consistent with the provisions in paragraph 1(a) above.

5. **Removal:**

    a. Any member of the MEDC may be removed for cause in accordance with the procedures set forth in these Operating Procedures, or any amendments thereto as may be adopted by the Freeholders.

    b. Any member of the MEDC may be removed by the Freeholder Director when:
        i. That member has missed three (3) consecutive MEDC meetings without adequate explanation. Such unexplained absences shall be deemed a resignation, which will be accepted by the Freeholders unless the member submits a written appeal to the Freeholder Director.

ii. The Freeholders determine that it is in the best interest of the MEDC that the member be dismissed.

ARTICLE IV

MEETINGS

1. **Regular Meetings:**

   a. The MEDC shall schedule meetings no fewer than four (4) times a year. Notification of each meeting will be sent to the general membership at least five (5) business days in advance of the meeting by the Director of the Department of Economic Development.
   b. The notification shall be accompanied by the agenda for the meeting.
   c. The MEDC may cancel any future regular meeting by a majority vote of the members present at any scheduled meeting.
   d. All meetings shall be publicly announced and posted on the County's Web site and shall be open to the public.

2. **Special Meetings:** A special meeting of the Council may be called by the by the Director of the Department of Economic Development or at the written request of five (5) Council members, with at least ten (10) days' notice.

ARTICLE V

AMENDMENT OF OPERATING PROCEDURES

These Operating Procedures may be amended by the Freeholders from time to time as the Freeholders may deem necessary and appropriate. Such amendments shall be in written form and distributed to all members of the MEDC. The amendments shall be effective upon their adoption and the notification of the members of the MEDC.

The MEDC may make recommendations for amending these Operating Procedures to the Freeholders via the Director of Economic Development.

ADOPTED BY THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS: JANUARY 22, 2020

D-1

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY2019 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, FROM JULY 1, 2019 TO JUNE 30, 2020, IN THE TOTAL AMOUNT OF $110,000.00, WHICH INCLUDES AN IN-KIND MATCH OF $55,000.00

WHEREAS, the Gloucester County Office of Emergency Management will accept grant funds under the FFY19 Emergency Management Performance Grant (EMPG) Program, Emergency Management Agency Assistance (EMAA), FFY19-EMPG-EMAA-0800, CFDA # 97.042, in the amount up to $110,000.00, which includes an in-kind match up to $55,000.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Division of New Jersey State Police; and

WHEREAS, the Gloucester County Board of Chosen Freeholders deem this beneficial to the residents of the County and the funds will be used for the purpose of enhancing the County of Gloucester's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Gloucester County Department of Emergency Response, Office of Emergency Management will accept the grant funds under the FFY19 Emergency Management Performance Grant (EMPG) Program, Emergency Management Agency Assistance (EMAA), FFY19-EMPG-EMAA-0800 and the Gloucester County Board of Chosen Freeholders understands and agrees that any grant monies received as a result of the application will be subject to grant conditions and other policies, regulations and rules issued by the Department of Law & Public Safety; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges the acceptance for the FFY19 Emergency Management grant consisting of a total amount of up to $110,000.00, including up to $55,000.00 Federal Award and up to $55,000.00 Local Matching funds, funding will be used for salary, wages, and fringe benefits.

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

1. The Director of the Board is hereby authorized to accept any and all funds in connection with the Department of Law & Public Safety, requesting funds under the FFY19 Emergency Management Performance Grant (EMPG) Program, Emergency Management Agency Assistance (EMAA), FFY19-EMPG-EMAA-0800, CFDA # 97.042, consisting of a total amount up to $110,000.00, including up to $55,000.00 Local Matching funds (in-kind match) for the purpose of enhancing the County of Gloucester's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies, for the performance period from July 1, 2019 to June 30, 2020; and

2. The Board of Chosen Freeholders hereby authorizes acceptance of the sub award, confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary assurances as may be required; and

5. Funding will be used for salary, wages, and fringe benefits.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, January 22, 2020.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD

FY AND GRANT NAME FY 19 EMPG **PROJECT TITLE** Emergency Management Agency Assistance (EMAA)	**SUBAWARD AMOUNT** Federal $ 55,000.00 Match $ 55,000.00 **Total** $ 110,000.00 **Subrecipient Indirect Cost Rate (ICR)** N/A
SUBRECIPIENT County of Gloucester **DUNS NO.** 957362247	**CFDA NO.** 97.042 **CFDA AMOUNT** $ 350,100,000.00
FEDERAL AWARD IDENTIFICATION NO. EMN-2019-EP-00003 **FEDERAL AWARDING AGENCY** FEMA	**FEDERAL AWARD DATE** 10/1/2019 **FEDERAL AWARD AMOUNT** $ 8,281,372.00 **L&PS ICR** N/A
STATE ACCOUNT NO. 19-100-066-1200-726	**DATE OF AWARD** 10/1/2019

In accordance with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. An in-kind match will be provided to compensate OEM Staff to complete the tasks listed on the FY19 work plan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

Signature of Authorizing Official

Typed Name of Official and Title

Date

Subaward Number: FY19-EMPG-EMAA-0800

Subaward Period: 7/1/19 - 6/30/20

Subrecipient Fiscal Year Start Date: 01/01

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Attorney General or Designee

Date

Division Contact

Name: SFC Deborah Couts

Title: EMAA Grants Manager

Email: lpp6309@gw.njsp.org

Phone Number: 609-963-6996

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

FY19
EMERGENCY MANAGEMENT PERFORMANCE GRANT
EMAA AWARD CONDITIONS

STATE CONDITIONS

Compliance with State Laws

1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of State Police (DSP), Office of Emergency Management (OEM) concerning all federal, state, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, Circular Letters (State Circulars) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.

2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

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

Legal Authority for Application; Resolution

4. The Subrecipient assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds

5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such or other funding sources as may be applicable and, in addition, if the Subrecipient's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the Department or an event of default under the agreement and the Department shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the grant agreement.

Performance Period

6. The Subrecipient agrees that all subaward activities will only be performed within the authorized subaward period, unless an extension is granted.

Non-State Employee Status

7. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification by Non-profit Agencies or Local Units of Government

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

Indemnification by State Agencies

9. The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients

10. In addition to the federal requirements regarding High Risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
    A. If the Department determines that a Subrecipient:

1. Has a history of unsatisfactory performance;
2. Is not financially stable;
3. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
4. Has not conformed to terms and conditions of previous awards; or
5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B. If a Subrecipient is considered "High Risk," then the Department may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
1. Payment on a reimbursement basis;
2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
3. Requiring additional, more detailed financial reports;
4. Additional project monitoring;
5. Requiring the Subrecipient to obtain technical or management assistance; or
6. Establishing additional prior approvals.

C. If the Department decides to impose such special conditions, it will notify the Subrecipient as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions;
2. The reason(s) for imposing the special conditions;
3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
4. The method of requesting reconsideration of the conditions/restrictions imposed.

Amendments and Extensions

11. No amendments or contract extensions to the approved budget, objectives, or program scope as outlined in the funding Application may be made without written approval by the Department. The amendment request must be made in writing by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.

12. The Subrecipient shall request approval when there is reason to believe a revision or modification will be necessary for the following reasons:
A. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
B. To provide financial assistance to a third party by sub-granting, if authorized, or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
C. The need for additional funding or to extend the period of availability of funds.
D. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.

13. The Department may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Subrecipient must be incorporated in written amendments to this grant.

14. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the Department.

Timekeeping & Overtime

15. Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee name, title, rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

16. The Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Subcontracts and Assignments

17. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Department. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

18. It is the responsibility of the Subrecipient to ensure that all subaward conditions are included in any contract made under this subaward.

19. The Subrecipient shall include in its official grant file copies of any contract with subcontractors or vendors regarding this grant program and copies of its monthly timekeeping system records. The Department reserves the right to give final written approval of subcontract or vendor budgets reimbursed with subaward funds.

Financial Management

The Subrecipient agrees to give the Department, OEM, DHS, or FEMA through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. The Department reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.

20. The Department reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.

21. The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.

22. The Subrecipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as the Department may prescribe.

23. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain accurate and complete disclosure of financial results of each subaward in the DCS, have procedures to determine allowable costs, and provide source documentation for financial records.

24. Payments will be made to the Subrecipient in the manner determined by the Department and after receipt by the Department of a properly executed copy of this grant.

25. Program Income
    A. Program income is defined as gross income earned by the Subrecipient from grant-supported activities.
    B. The Subrecipient must comply with State Circular Letter 07-05-OMB and Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307.
    C. Unless the grant provides otherwise, the Subrecipient shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
    D. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.

Purchases

26. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.

27. The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB, when using subaward funds to purchase food, beverages and refreshments for project activities.

28. The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A- 20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-

20.13), when applicable. The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.

29. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Training and Travel

30. The Subrecipient agrees to submit a written request to the Department and receive written approval before expending any grant funds allocated for training or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is controlled by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication

31. The Subrecipient agrees that the Department reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the Department for any opinions or conclusions contained therein.

Public Works Contractor Registration

32. The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Bonding and Insurance

33. Bonding and insurance, as applicable, shall be provided by the Subrecipient and poof of bonding and insurance must be retained on file by the Subrecipient.

Problems Affecting Subrecipient Performance

34. The Subrecipient shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:
    A. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by the Department required to resolve the situation.
    B. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

35. The Department may, at its discretion, make site visits to:
    A. Review program accomplishments and management control systems.
    B. Provide such technical assistance as may be required.

C. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
D. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

36. The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as the Department may require. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.

37. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

38. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the Department may take one or more of the following actions, as appropriate in the circumstances:
    A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
    B. Disallow all or part of the cost of the activity or action not in compliance.
    C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
    D. Withhold further awards for the program.
    E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
    F. Take other remedies that may be legally available.

39. In taking an enforcement action, the Department may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

40. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.

41. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

    The Subrecipient agrees that the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and

liability of the parties.

42. The Department and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

43. The Department may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the Department. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, the Department shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

44. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.

45. The Subrecipient shall return any subaward funds that are not supported by an audit or other Federal or State review of documentation maintained by the Subrecipient.

Record Retention

46. Unless otherwise directed by the Department, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven-year period.

Closeout Procedures

47. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant.

48. The Department may permit extensions when requested in writing by the Subrecipient.

49. The Subrecipient will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.

50. The Department reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

FEDERAL CONDITIONS

Compliance with Federal Laws

51. The Subrecipient will follow all applicable requirements and procedures as required by the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Emergency Management Performance Grant (EMPG) Program, any Grant Program Solicitation Reference Guides, and any requirements outlined in the notification, award, and other letters sent to the Subrecipient. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.

52. The Subrecipient agrees to comply and assure the compliance of its contractors with the applicable statutory provisions including Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

53. The Subrecipient agrees to comply with 2 C.F.R. Part 200 et seq., the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as adopted by DHS at 2 C.F.R. Part 3002, and State Circular Standard Grant Agreement Section, X. Allowable Costs, 07-05-OMB. The Part 200 Uniform Requirements consolidate and supersede the cost principles, administrative requirements, and audit requirements previously found in Office of Management and Budget (OMB) Circulars A-102, A-110, A-21, A-87, A-122, and A-133.

54. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY-2019 Emergency Management Performance Grant guidelines and application kit.

Single Audit Act

55. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.), the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB. The Subrecipient further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits of grant funds) are not satisfactorily and promptly addressed.

Debarment and Suspension

56. All Subrecipients must comply with Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

57. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and

State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

58. The Subrecipient must inform the Department when the Subrecipient suspends or debars a contractor.

Employee and Consultant Compensation

59. The Subrecipient agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov).

Employment Eligibility Form

60. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

FFATA, DUNS, and SAM Requirements

61. The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) and its associated regulations, obtain a Data Universal Numbering System (DUNS) number, and must register with the System of Award Management (unless exempted under 2 C.F.R. 25.100) in order to receive funds provided through this Subaward.

Procurement and Sole Source Justification

62. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be conducted pursuant to 2 C.F.R. 200.317-.326, all other applicable federal and state requirements, and in manner providing full and open competition.

    Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of contracts entered in support of a grant.

63. All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of $150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from the Department. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908, and is periodically adjusted for inflation).

    In accordance with 2 C.F.R. §200.320(f), a noncompetitive procurement process may be used when a Subrecipient can document:

    A. The item or service is available only from a single source;
    B. A true public exigency or emergency exists; or
    C. After a competitive solicitation, competition is considered inadequate.

    Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

Procurement of Recovered Materials

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

Drug-Free Workplace Regulations

65. All Subrecipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 C.F.R. 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Duplication of Benefits

66. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E, Cost Principles, may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Equipment and Supplies

67. The Subrecipient agrees that all equipment and supplies purchased under the subaward will be tagged and properly inventoried to reflect use of Federal funds. The Subrecipient agrees to use, maintain, and dispose of equipment and supplies purchased or leased with subaward funds pursuant to federal requirements found at 2 C.F.R. § 200.313 and 2 C.F.R. § 200.314, respectively.

False Claims Act and Program Fraud Civil Remedies

68. All Subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

Conflict of Interest

69. The Subrecipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable DHS policy pursuant to 2 C.F.R. § 200.112. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Relocation Assistance

70. The Subrecipient agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Labor and Wage Requirements

71. The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

Environmental and Historic Preservation

72. The Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.;
(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

73. The Subrecipient agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

74. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

75. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

76. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Reporting Matters Related to Recipient Integrity and Performance

77. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters

located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated herein by reference.

Age Discrimination Act of 1975

78. All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

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

Title VI of the Civil Rights Act of 1964

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

Civil Rights Act of 1968

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

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

82. All Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported- organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

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

Rehabilitation Act of 1973

84. All Subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Whistleblower Protection Act

85. All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Lobbying Prohibitions

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

Non-Supplanting Requirement

87. Subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Trafficking Victims Protection Act of 2000

88. All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

    In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes the Department to terminate this subaward, without penalty, if the Subrecipient:

    A. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
    B. Procures a commercial sex act during the period of time that the award is in effect; or
    C. Uses forced labor in the performance of the award or subawards under the award.

    The full text of the award term is provided at 2 C.F.R. § 175.15 and is incorporated here by reference.

Internal Controls

89. The Subrecipient agrees to:

    A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

    B. Comply with Federal statutes, regulations, and the terms and conditions of the awards;

    C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

    D. Take reasonable measures to safeguard protected personally identifiable information and other information DHS or the Department designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Specific Conditions

90. The Subrecipient agrees that the Department is authorized to impose additional specific award conditions, as needed, in accordance with 2 C.F.R. §200.207.

Vehicle Operation Requirements

91. Pursuant to Executive Order 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or-rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient's text messaging policy when off duty.

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FY19 EMPG Special Conditions

Acknowledgment of Federal Funding from DHS

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

Publications

93. To assist in information sharing, the Subrecipient shall provide the Department with a copy of any publication (including those prepared for conferences and other presentations) 120 days prior to public release. Publications include any written, visual or sound material substantively based on the project, formally prepared by the award Subrecipient for dissemination to the public. Any publications - excluding press releases and newsletters -whether published at the Subrecipient's or Department's expense, shall contain the following statement: "This project was supported by Award No._____, awarded by the United States Department of Homeland Security, Federal Emergency Management Agency. The opinions, Endings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors) and do not necessarily reflect those of the Department of Homeland Security." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

94. The Subrecipient shall transmit to the Department copies of all official award-related press releases at least ten (10) working days prior to public release.

Resolution Required

95. Subrecipients (with the exception of State Agencies) are required to submit a resolution authorizing the acceptance of the Federal share as well as any match, if applicable.

Financial Report

96. The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the Department or DHS may require. The Subrecipient must submit to the DSP, Grants Administration Bureau, a final financial report (DCS) with supporting documentation. Funds will be distributed on a reimbursement basis after receipt of the required report. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question.

Activities Conducted Abroad

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

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

98. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or

likable to that individual. All Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

Copyright

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

Patents and Intellectual Property Rights

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

Federal Debt Status

101. All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Fly America Act of 1974

102. All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Hotel and Motel Fire Safety Act of 1990

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

USA Patriot Act of 2001

104. Subrecipient must comply with the requirements of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Use of DHS Seal, Logo, and Flags

105. All Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

DHS Specific Acknowledgments and Assurances

106. All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
    A. Subrecipients must cooperate with any compliance review or compliance investigations conducted by DHS.
    B. Subrecipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
    C. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
    D. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
    E. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool..

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

Incorporation by Reference of Funding Opportunity Announcement

107. All of the instructions, guidance, limitations, and other conditions set forth in the Federal and State Notice of Funding Opportunities (NOFO) for this program are incorporated herein by reference. All Subrecipients must comply with any such requirement set forth in the program NOFOs.

108. The Subrecipient agrees that this award supports the work described in the recipient's proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.

Acceptance of Post Award Changes

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

SAFECOM

110. Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Energy Policy and Conservation Act

111. All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Terrorist Financing

112. All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

National Environmental Policy Act

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

Nondiscrimination in Matter Pertaining to Faith-Based Organizations

114. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Acceptance of Post Award Changes

115. In the event FEMA or the Department determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior Approval for Modification of Approved Budget

116. Before making any change to the Department approved budget for this award, the Subrecipient must request prior written approval from the Department where required by 2 C.F.R. Section 200.308. For award with an approved budget greater than $250,000, the Subrecipient may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from the Department where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget the Department last approved. The Subrecipient must report any deviations from its the Department approved budget in the first Federal Financial Report (SF-425) the Subrecipient submits following any budget deviation, regardless of whether the budget deviation require prior written approval.

Disposition of Equipment

117. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the Subrecipient must request instructions from the Department to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

CERTIFICATION

I certify that the programs proposed in my application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, FY19 EMPG Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that I will comply with the provisions of the federal grant program, these conditions, and all other applicable federal and state laws, regulations, and guidelines.

	FFY19-EMPG-EMAA-
Subrecipient	**Subaward #**
Signature of Authorized Official	**Title**
Printed Name of Authorized Official	**Date**

D-2

RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2020, FOR $49,012.00

WHEREAS, the County of Gloucester has a need for computer software and support services for the Mass Notification System; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by Everbridge, Inc., with offices at 155 North Lake Avenue, Suite 900, Pasadena, California 91101, from January 1, 2020 to December 31, 2020, for $49,012.00; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of $49,012.00, pursuant to CAF #20-00326, which amount shall be charged against budget line item #0-01-25-250-001-20370; and

WHEREAS, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County of Gloucester and Everbridge, Inc., from January 1, 2020 to December 31, 2020, for $49,012.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020, 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
EVERBRIDGE, INC.

THIS CONTRACT is made effective the 22nd day of January, 2020, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EVERBRIDGE, INC.**, with offices at 155 North Lake Avenue, Suite 900, Pasadena, California 91101, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has a need to for computer software and support services for the Mass Notification System; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one year, from January 1, 2020 to December 31, 2020.

2. **COMPENSATION.** Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of $49,012.00.

Vendor shall be paid in accordance with this Contract document 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.

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 claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Everbridge Invoice, Invoice # M46522*, dated December 28, 2019, which is attached hereto and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's proposal.

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

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

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

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

The Vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

B. 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.

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

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

8. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does

hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that 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.

11. **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.

12. **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.

13. **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.

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

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

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

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

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

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Invoice (Invoice # M46522, Dated December 28, 2019), attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor's response, then this Contract and the Specifications shall control.

THIS CONTRACT is dated this 22nd day of January, 2020.

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

EVERBRIDGE, INC.

_____

_____

BY:
TITLE:

ATTACHMENT A

everbridge®

Invoice

Everbridge, Inc
155 N. Lake Ave., Suite 900
Pasadena CA 91101
United States
818-230-9786
www.everbridge.com

Acct. No.	Date	Invoice #
11976	12/28/2019	M46522

Bill To

Attn: Janeen N. Brown
Gloucester County, NJ
1200 N. Delsea Dr.
Clayton NJ 08312-7100
United States

Customer

Attn: Jay Jones
Gloucester County, NJ
1200 N. Delsea Dr.
Clayton NJ 08312-1000
United States

PO #	Quote Number	Sales Rep
	Q-33909	Severance, Matthew

Payment Terms	Due Date	Currency	Billing Start Date	Billing End Date
Net 30	01/27/2020	USD	01/01/2020	12/31/2020

MN Contacts	Nixle Contact	Nixle Population	SLC Households	Safety Connection Contacts

Category

Item	Description	Quantity	Net Amount	Pro Rate	Qtr Line Credit	Amount
101-11-11-0255-000	Mass Notification Pro	305,055	49,012.00			49,012.00
101-00-04-0222-000	Everbridge CAD Package	1	0.00			0.00
			Total			$49,012.00

Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
11976 Gloucester County, NJ	M46522	$49,012.00	

Make Checks Payable To

Everbridge, Inc
Attn: Accounts Receivable Dept.
PO Box 740745
Los Angeles, CA 90074-0745

FOR OVERNIGHT COURIER SERVICE:
Bank of America Lockbox Services
Lockbox - 740745

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
Bridge Bank, a division of Western Alliance Bank
ABA or Routing number: 121143260
Account number: 0101355022
For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
Swift Code: BBFXUS6S
For Canadian payments: HST#858007263

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.

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. 20-00326

Pg 1

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

ORDER DATE: 01/14/20
REQUISITION NO: RO-13386
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR #: EVERB010

VENDOR
EVERBRIDGE, INC.
ATTN: ACCOUNTS RECEIVABLE
155 NORTH LAKE AVE., SUITE 900
PASADENA, CA 91101

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	MASS NOTIFICATION PRO INVOICE# M46522	0-01-25-250-001-20370 Equipment Svc Maintenance Agreements	49,012.0000	49,012.00
			TOTAL	49,012.00

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. **X** VENDOR SIGN HERE DATE TAX ID NO. OR SOCIAL SECURITY NO. DATE	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD DATE	***DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW*** Michael Burke TREASURER / CFO QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. **19:44A-20.26** and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
		NONE

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: Everbridge, Inc.
Signed: _____ Title: Chief Accounting Officer
Print Name: Phillip E. Huff Date: January 2, 2020

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

F-1

RESOLUTION INCREASING THE CONTRACT WITH CME ASSOCIATES BY UP TO $14,125.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $99,125.00

WHEREAS, by Resolution adopted January 4, 2019, the County of Gloucester awarded a contract to CME Associates, in an amount not to exceed $85,000.00 for professional engineering services necessary to conduct the 2019 septic system plan reviews as per RFP 19-019; and

WHEREAS, the County's Department of Health and Human Services has recommended an amendment to the contract for an increase not to exceed $14,125.00, resulting in a new total contract amount not to exceed $99,125.00, which is necessary to pay the remaining balance due to unforeseen additional septic system plan reviews; and

WHEREAS, the contract awarded is for estimated units of service on an as-needed basis, which does not obligate the County of Gloucester to obtain any service or make any purchase and is therefore open-ended, so that no certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board to attest to, a contract amendment with CME Associates to increase the contract by up to $14,125.00, resulting in a new total contract amount not to exceed $99,125.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday January 22, 2020 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
CME ASSOCIATES

THIS is an amendment to a contract entered into on the **4th** day of **January, 2019** (Per RFP #019-019), by and between CME Associates and the County of Gloucester.

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

> **This amendment will increase the contract amount by an amount up to $14,125.00, resulting in a new total contract amount not to exceed $99,125.00. This amendment is due to unforeseen additional septic system plan reviews.**

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

THIS AMENDMENT is effective as of the **22nd** day of **January, 2020.**

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

CME ASSOCIATES

_____

_____
GREGORY R. VALESI,
PARTNER

F-2

RESOLUTION MODIFYING VENDOR BUSINESS NAME FROM CANON SOLUTIONS AMERICA, INC. TO CANON USA, INC.

WHEREAS, by Resolution adopted on November 26, 2019, the County of Gloucester authorized the purchase of an OCE' Plotwave Printing System from Canon Solutions America, Inc. through State Contract nos. A404062 and G-2075; and

WHEREAS, thereafter, the County was advised that the official name of the vendor is Canon USA, Inc. and a modification is necessary to reflect the proper business name to ensure payment can be made.

NOW THEREFORE BE IT RESOLVED, that the Director of the Board is hereby authorized to execute, and the Clerk of the Board is authorized to attest to a modification to reflect the proper business name, Canon USA, Inc.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

F-3

RESOLUTION AUTHORIZING CONTRACT AMENDMENTS AND EXTENSIONS FOR VARIOUS SERVICE PROVIDERS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

WHEREAS, on February 3, 2016 the County awarded contracts pursuant to NJSA 40A:11-4.1 et seq., using competitive contracting, per RFP# 016-014 to providers of various programs and services to benefit eligible residents of Gloucester County; and

WHEREAS, the County's Department of Health and Human Services has recommended exercising the option to extend the following contracts for a (1) one year period from January 1, 2020 to December 31, 2020 with adjustments due to fluctuation in State funding and anticipated demand for each provider's services:

Service Provider	Amendment	2020 Contract Not to Exceed
Maryville, Inc.	+$ 20,507.00	$ 223,807.00
SODAT of NJ, Inc.	- $ 10,448.00	$ 18,025.00
Center for Family Services, Inc.	- $ 7,000.00	$ 41,000.00
New Hope Foundation, Inc.	+$ 11,000.00	$ 39,650.00
The Wounded Healer	- $ 7,000.00	$ 21,100.00; 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 Contracts, 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 County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original Contract that have not been amended herein shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board to attest to the above Contract amendments.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday January 22, 2020 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

AMENDMENT TO CONTRACT BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND
COUNTY OF GLOUCESTER

THIS AMENDMENT is effective as of the **22nd day of January, 2020** to a contract originally entered into on the 3rd day of February, 2016 using competitive contracting, per RFP #016-014 by and between Center for Family Services, Inc. and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, the parties hereby agree to amendments to the contract as follows:

This amendment will decrease the maximum contract amount by $7,000.00, resulting in a maximum contract amount of $41,000.00; and

The term be extended for a one (1) year period from January 1, 2020 to December 31, 2020.

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

ATTEST:

COUNTY OF GLOUCESTER

_____

LAURIE J. BURNS,
CLERK OF THE BOARD

_____

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

_____

_____

RICHARD STAGLIANO,
PRESIDENT

AMENDMENT TO CONTRACT BETWEEN
MARYVILLE, INC.
AND
COUNTY OF GLOUCESTER

THIS AMENDMENT is effective as of **the 22nd day of January, 2020** to a contract originally entered into on the 3rd day of February, 2016 using competitive contracting, per RFP #016-014, by and between Maryville Inc. and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, the parties hereby agree to amendments to the contract as follows:

> **The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by $20,507.00.00, resulting in a maximum contract amount of $223,807.00; and**
>
> **The term be extended for a one (1) year period from January 1, 2020 to December 31, 2020.**

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

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

MARYVILLE, INC.

_____

_____
KENDRIA MCWILLIAMS,
EXECUTIVE DIRECTOR

AMENDMENT TO CONTRACT BETWEEN
NEW HOPE FOUNDATION, INC.
AND
COUNTY OF GLOUCESTER

THIS AMENDMENT is effective as of the **22nd day of January, 2020** to a contract originally entered into on the 3rd day of February, 2016 using competitive contracting, per RFP #016-014, by and between New Hope Foundation, Inc. and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, the parties hereby agree to amendments to the contract as follows:

> **The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by $11,000.00, resulting in a maximum contract amount of $39,650.00; and**
>
> **The term be extended for a one (1) year period from January 1, 2020 to December 31, 2020.**

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

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

NEW HOPE FOUNDATION, INC.

_____

_____
DAVID RODEN,
VICE PRESIDENT & COO

AMENDMENT TO CONTRACT BETWEEN
SODAT OF NJ, INC.
AND
COUNTY OF GLOUCESTER

THIS AMENDMENT is effective as of the **22nd day of January, 2020** to a contract originally entered into on the 3rd day of February, 2016 using competitive contracting, per RFP #016-014, by and between SODAT of NJ, Inc. and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, the parties hereby agree to amendments to the contract as follows:

This amendment will decrease the maximum contract amount by $10,448.00, resulting in a maximum contract amount of $18,025.00; and

The term be extended for a one (1) year period from January 1, 2020 to December 31, 2020.

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

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

SODAT OF NJ, INC.

_____

_____
DONNA M. G. EMMA,
CHIEF ADMINISTRATIVE OFFICER

AMENDMENT TO CONTRACT BETWEEN
THE WOUNDED HEALER
AND
COUNTY OF GLOUCESTER

THIS AMENDMENT is effective as of the **22nd day of January, 2020** to a contract originally entered into on the 3rd day of February, 2016 using competitive contracting, per RFP #016-014, by and between The Wounded Healer and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, the parties hereby agree to amendments to the contract as follows:

This amendment will decrease the maximum contract amount by $7,000.00, resulting in a maximum contract amount of $21,100.00; and

The term be extended for a one (1) year period from January 1, 2020 to December 31, 2020.

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

ATTEST:

COUNTY OF GLOUCESTER

_____
LAURIE J. BURNS,
CLERK OF THE BOARD

_____
ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

THE WOUNDED HEALER

_____

_____
MIKE DULUDE,
CFO

F-4

RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021, IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, in accordance with NJ Division of Family Development Instruction No. 07-7-2, Regulatory Reference, N.J.A.C. 10:90-5.4, a County or Municipal Agency, as appropriate, shall make transportation services available to Work First New Jersey (WFNJ) recipients; and

WHEREAS, recipient clients of Gloucester County Division of Social Services having no transportation must travel for purposes such as searching for housing; attending mandatory bi-monthly housing workshops; looking for and retaining employment; and, attending One Stop employment-related activities; and

WHEREAS, participation in such program activities by Social Services' clients is an important part of the effectiveness of the Social Services programs, and the provision of NJ Transit bus passes for program participants will enable them to meet program goals; and

WHEREAS, other Division of Social Services' clients who do not qualify for WFNJ benefits are from time to time also in need of bus passes, such as for transportation back home or to a shelter; and

WHEREAS, the total amount of the bus pass purchases will be in an amount not to exceed $100,000.00, and the funds for WFNJ recipients are provided and paid for by Federal and State program funds and grant monies; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, the bus passes may be purchased from New Jersey Transit without public advertising for bids or bidding, since New Jersey Transit is an agency or authority of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Chosen Freeholders of the County of Gloucester that the County Division of Social Services is hereby authorized to purchase bus passes from New Jersey Transit in order to make transportation services available to Division of Social Services' clients for the purposes stated forth hereinabove, from February 1, 2020 to January 31, 2021, in an amount not to exceed $100,000.00; and

BE IT FURTHER RESOLVED, these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made, a certification must be obtained from the County Purchasing Agent certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

F-5

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FROM NEOPOST USA, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED $60,000.00 FROM FEBRUARY 1, 2020 TO JANUARY 31, 2021

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

WHEREAS, the Gloucester County Division of Social Services has a need for postage and postage supplies necessary to conduct the business of county government; and

WHEREAS, the County has determined it advantageous to purchase postage and postage supplies from Neopost USA, Inc., CMRS-POC, PO Box 7247-0255, Philadelphia, PA 19170-0255, in the amount not to exceed $60,000.00, through State Contract #A41267 from February 1, 2020 to January 31, 2021; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed $60,000.00. The contract is therefore 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 County Purchasing Agent is authorized to purchase postage and postage supplies for the Gloucester County Division of Social Services from Neopost USA, Inc. in an amount not to exceed $60,000.00 through State Contract #A41267 from February 1, 2020 to January 31, 2021; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 22, 2020 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

G-1

RESOLUTION AUTHORIZING A CONTRACT WITH ARH ASSOCIATES, FROM JANUARY 22, 2020 TO JANUARY 21, 2021, IN AN AMOUNT NOT TO EXCEED $40,000.00

WHEREAS, there exists a need for the County to contract for the services of environmental engineering and soil sampling services for including but not limited to preliminary environmental assessments and Phase II studies, and follow up work as needed; and

WHEREAS, the County requested proposals, via RFP#020-011, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

WHEREAS, the evaluation, based on the established criteria, concluded that ARH Associates located at 215 Bellevue Avenue, P.O. Box 579, Hammonton, New Jersey 08037, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of services, in an amount not to exceed $40,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2020 is conditioned upon the approval of the 2021 Gloucester County Budget; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and ARH Associates for the provision of environmental engineering and soil sampling services for including but not limited to preliminary environmental assessments and Phase II studies, and follow up work as needed, in an amount not to exceed $40,000.00, from January 22, 2020 to January 21, 2021; and

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

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 22, 2020 at Woodbury, New Jersey

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

CONTRACT BETWEEN
ARH ASSOCIATES
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 22nd day of January, 2020, by and between the **COUNTY OF GLOUCESTER,** a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as **"County"**, and **ARH ASSOCIATES,** with offices at 215 Bellevue Avenue, P.O. Box 579, Hammonton, New Jersey 08037, hereinafter referred to as **"Vendor"**.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for services of environmental engineering and soil sampling services for including but not limited to preliminary environmental assessments and Phase II studies, and follow up work as needed; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be for the period of one (1) year, from January 22, 2020 to January 21, 2021.

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 17, 2019 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 020-011. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed $40,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

Each invoice shall contain an itemized, detailed description of all products shipped.

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 CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP#020-011, and Vendor's responsive proposal, dated December 17, 2019, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP#020-011.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

approval of the County.

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP-020-011 and Vendor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of _____, **2020.**

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

ATTEST:	**COUNTY OF GLOUCESTER**
_____	_____
LAURIE J. BURNS, **CLERK OF THE BOARD**	**ROBERT M. DAMMINGER, DIRECTOR**
ATTEST:	**ARH ASSOCIATES**
_____	_____ **By:** **Title:**

G-2

RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ABNC ENTERPRISES, LLC FOR $520,124.55

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, ABNC Enterprises, LLC, having presented itself as the owner of the land and premises located in the Township of Franklin (hereinafter the "Township"), and known as Block 5802, Lot 21, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 85.971 acres, has made application seeking to have the County purchase development easements in the Property; and

WHEREAS, ABNC Enterprises, LLC, 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 $428,780.36, and the Township will be providing funds for the purchase of the said easements in the amount of $91,344.19, for a total purchase price of **$520,124.55**; 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 $337,436.18; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated, as follows:

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of $428,780.36 pursuant to CAF#20-00143 which amount shall be charged against budget line item T-03-08-509-372-20548.

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 **ABNC Enterprises, LLC**, in the Township of Franklin, County of Gloucester, State of New Jersey for $520,124.55; and

2. The County will be providing funds for the purchase of the said development easement in the amount of $428,780.36, and the Township of Franklin will be providing funds for the purchase of the said easements in the amount of $91,344.19, for a total purchase price of $520,124.55; and

3. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and, **ABNC Enterprises, LLC** in regard to the County's purchase of development easements in the farm premises known as Block 5802, Lot 21, in the Township of Franklin, 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, January 22, 2020 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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ABNC Enterprises, LLC
A New Jersey Limited Liabilities Company

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **ABNC Enterprises, LLC**, a New Jersey Limited Liabilities Company, having an address of PO Box 742, 225 Rosemont Avenue, Newfield, NJ 08344,
(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: **Block 5802, Lot 21 in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

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

PRICE PER ACRE: **$6,050.00** **ASSUMED ACREAGE: Approximately 85.971 acres**

ESTIMATED GROSS SALES PRICE: **$520,124.55**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE**

OF EXCEPTION AREAS: **2 / 1 acre non-severable exception**

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

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

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

"agricultural use" as defined in paragraph 1.0 shall be commenced.

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

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

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

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

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

accepted agricultural practices.

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

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

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

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

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

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

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

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

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

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

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

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

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

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

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

ABNC Enterprises, LLC

BY: _____
Thomas D. Corwonski,
Managing Member

BY: _____
Bernadette Corwonski-Miller
Managing Member

_____
Federal Tax ID Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2020, **ABNC Enterprises, LLC, BY Thomas D. Corwonski, Managing Member and Bernadette Corwonski-Miller, Managing Member**, personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

_____
Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

ABNC Enterprises, LLC

BY: _____ Date: _____
Thomas D. Corwonski,
Managing Member

BY: _____ Date: _____
Bernadette Corwonski-Miller
Managing Member

Certification Report
Meeting Date: March 28, 2019
PIG EP – Municipal 2007 Rule

SADC ID#08-0206-PG

County: Gloucester County **Municipality: Franklin Township**

Application Name: ABNC Enterprises, LLC

County	Municipality	Block	Lot(s)
Gloucester	Franklin Twp.	5802	21

Acreage in Application: **86.00 Net Acres (AOC)**
88.00 Gross Acres (AOC)

Residential Opportunities/Exceptions:
#_0_ RDSOs
#_0_ Existing Dwellings in Proposed Easement Area
#_0_ Severable Exception
#_2_ Non-Severable Exceptions – Two, one (1) acre exception areas each limited to one future single family residential unit

Value Conclusions - Current Zoning and Environmental Regulations

Per Acre

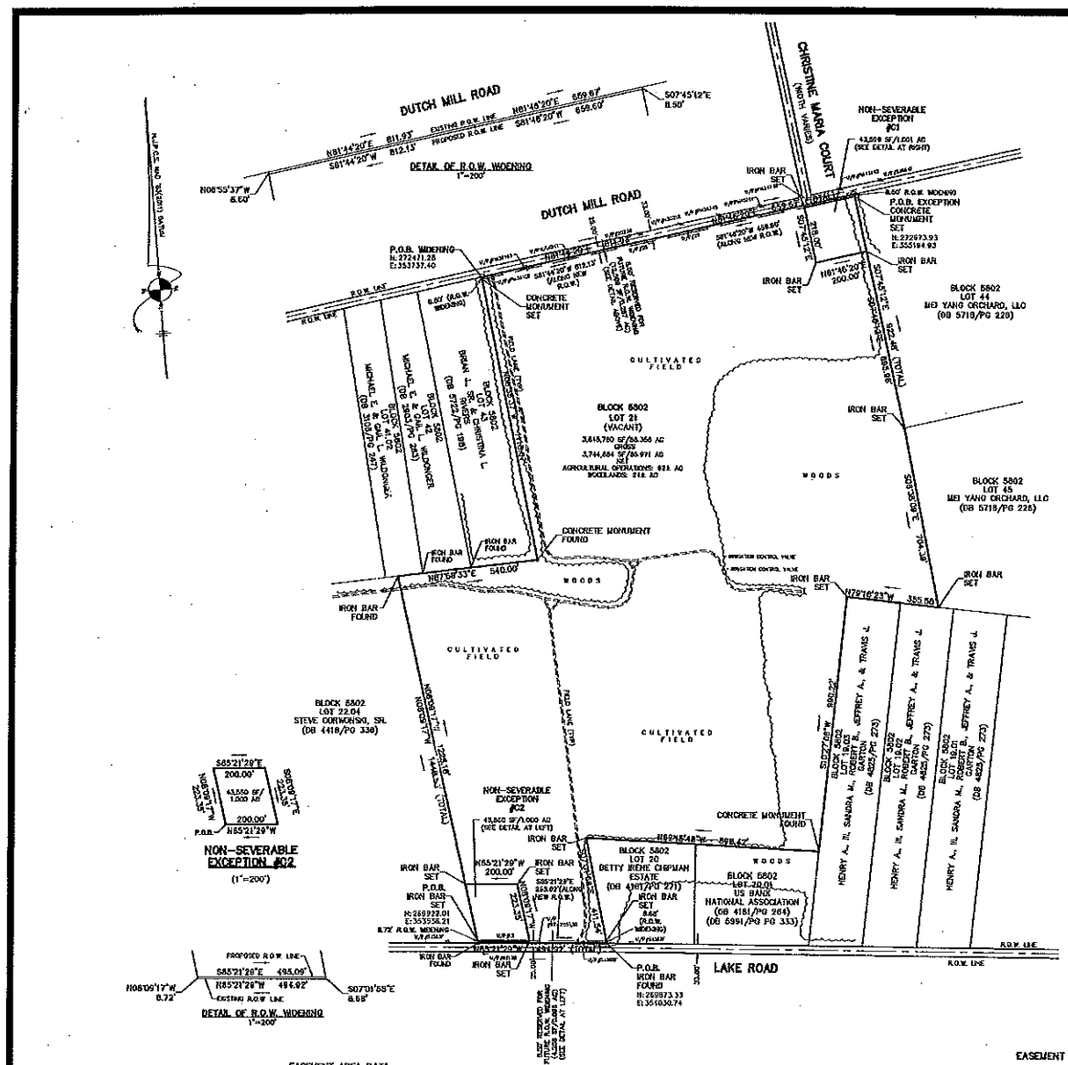
Appraiser	Date	Before	After	Easement
Timothy Sheehan	10/24/18	$9,200	$3,900	$5,300
Robert Frankenfield	11/26/18	$16,500	$4,000	$12,500
Richard Martin (Reviewer)	11/26/18	$10,000	$3,950	$6,050

Total Value

Appraiser	Date	Before	After	Easement
Timothy Sheehan	10/24/18	$791,000	$335,000	$455,800
Robert Frankenfield	11/26/18	$1,419,000	$344,000	$1,075,000
Richard Martin (Reviewer)	11/26/18	$860,000	$339,700	$520,300

Note: Both Appraisers and the reviewer used 86.00 net acres as instructed in the Appraisal Order Checklist.

SADC Certified Value



U.S. GEOLOGICAL SURVEY MAP

SCALE : 1" = 2000'
PART OF THE U.S.G.S. "BUENA, NJ" QUADRANGLE

GENERAL NOTES

1. TAX MAP REFERENCES
   SHEET 58
   BLOCK 5502
   LOT 21
2. DEED REFERENCE
   BOOK 4310
   PAGE 197
   DATE 08/05/2008
3. BEARINGS BASED ON N.J.P.C.S. N.A.D. 83 (2011) DATUM.
4. TOPOGRAPHIC INFORMATION BASED ON FIELDWORK PERFORMED BY FRALINGER ENGINEERING PA, 07/17/2019.
5. THIS PLAT BASED ON A TITLE SEARCH BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ISSUED BY WEST JERSEY TITLE AGENCY, FILE NUMBER NJ-21874, COMMITMENT DATE JULY 28, 2019. PROPOSED INSURED: FRANKLIN TOWNSHIP, AS TO AN EASEMENT INTEREST, AND THE DEEDS OF RECORD REFERENCED THEREIN. THIS CORPORATION AND/OR ITS EMPLOYEES ARE NOT LIABLE FOR ERRORS WITHIN OR OMISSIONS FROM SAID DOCUMENTS.
6. SUBJECT TO (NUMBERED AS LISTED IN TITLE REPORT):
   10. EASEMENT OF ATLANTIC CITY ELECTRIC COMPANY AS IN GRANT RECORDED IN DEED BOOK 1017, PAGE 313, (FOR CONSTRUCTION AND MAINTENANCE OF ELECTRIC LINES AND UTILITY POLES), (BLANKET; NOT PLOTTABLE).

LEGEND OF ACQUISITION

OWNER ID No.	N/A
PURPORTED OWNER:	ABWD ENTERPRISES LIMITED LIABILITY COMPANY
PROJECT NAME:	ABWD ENTERPRISES, LLC FARM
ADMINISTRATIVE AUTHORIZATION No.	N/A
SURVEY REFERENCE No.	N/A
BLOCK:	5502
LOT:	21
INTEREST IN EASEMENT:	97.4%
AREA:	3,848,760 SF/88.355 AC
AREA OF NON-SEVERABLE EXCEPTION #C1:	43,569 SF/ 1.000 AC
AREA OF NON-SEVERABLE EXCEPTION #C2:	43,560 SF/ 1.000 AC
R.O.W. WIDENING (DUTCH MILL ROAD)	12,909 SF/ 0.297 AC
R.O.W. WIDENING (LAKE ROAD)	4,208 SF/ 0.096 AC
MUNICIPALITY:	FRANKLIN TOWNSHIP
COUNTY:	GLOUCESTER COUNTY
STATE:	NEW JERSEY
EASEMENTS:	NONE
RESTRICTIONS:	NONE
CONDITIONS:	NONE
ROAD WIDENING:	16,717 SF/ 0.383 AC
AREA OF EXCEPTIONS:	87,169 SF/ 2.001 AC
CLAIMED AS NJ WETLANDS:	0 ACRES
UNDER WATER ALONG BOUNDARY:	0 ACRES
GORE BETWEEN ADJOINING LANDS:	0 ACRES
ENCROACHMENTS:	0 ACRES
NUMBER OF DESCRIPTIONS PREPARED:	2

EASEMENT AREA DATA

BLOCK	LOT	TOTAL AREA	NON-SEVERABLE EXCEPTION #C1	NON-SEVERABLE EXCEPTION #C2	R.O.W.WIDENING DUTCH MILL RD.	R.O.W.WIDENING LAKE RD.	EASEMENT AREA
5502	21	3,848,760 SF 88.355 AC	43,569 SF 1.000 AC	43,560 SF 1.000 AC	12,909 SF 0.297 AC	4,208 SF 0.096 AC	3,744,684 SF 85.971 AC

EASEMENT AREA TABULATION

GROSS SURVEYED AREA	3,848,760 SF/88.355 AC
SEVERABLE EXCEPTION #1	43,560 SF/ 1.000 AC
SEVERABLE EXCEPTION #2	43,569 SF/ 1.001 AC
R.O.W. WIDENING (DUTCH MILL ROAD)	12,909 SF/ 0.297 AC
R.O.W. WIDENING (LAKE ROAD)	4,208 SF/ 0.096 AC
NET EASEMENT AREA	3,744,684 SF/85.971 AC

CERTIFICATION

CITY M. DEPASQUALE, P.L.S. N.J.

Fralinger Engineering PA
CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS • ENVIRONMENTAL SERVICES
www.fralinger.com

SURVEY OF FARMLAND PRESERVATION EASEMENT
LANDS OF ABWD ENTERPRISES, LLC
PREPARED FOR STATE OF NEW JERSEY
AGRICULTURE DEVELOPMENT COMMITTEE

ABNC Enterprise LLC Property
Buffer (1/2 Mile) and Preserved Farms
Block 5802, Lot 21, Franklin Township
Gloucester County
Application Inside Pinelands Management Areas
ABNC Project Boundary
Exception Areas (Severable)
Preserved Farms
Pinelands Management Areas
Half Mile Buffer
Water Bodies
Municipal Boundaries
N
0 250 500 1,000 1,500 2,000
Feet
Dutch Mill Rd
Franklin Township
5802/21
88.48 Acres
Main Rd
Lake Rd
Nicholas Bell Rd
Hinchman Rd
557
556
THE LAND CONSERVANCY
OF NEW JERSEY
19 BOONTON AVENUE
BOONTON, NJ 07005
PH: (973)541-1010
FAX: (973)541-1131
TLC-NJ.ORG
Map Prepared June 4, 2018
Data Source: County of Gloucester, NJDEP,
NJGIS Road Centerline 2017, USDOC,
This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but has not been verified by the NJDEP and is not a state-authorized product.
This map is to be used solely for planning purposes, and does not take the place of a survey.

County of Gloucester Purchasing Department

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

Pg 1

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-00143

ORDER DATE: 01/10/20
REQUISITION NO: R0-13598
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

VENDOR #. WESTJ010

VENDOR

WEST JERSEY TITLE AGENCY
OF SALEM COUNTY, INC
15 SOUTH MAIN STREET
WOODSTOWN, NJ 08098

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a development easement on the farm property owned by ABNC Enterprises, LLC, Block 5802, Lot 21, in Franklin Township. The SADC, County, and Franklin Township will be responsible for a portion of the total amount of $520,124.55, based on a certified value price of $6050 per acre on 85.971 acres. The County's amount of this CAF is 428,780.36.	T-03-08-509-372-20548 Farmland Preservation	428,780.3600	428,780.36
			TOTAL	428,780.36

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.	***DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW***
X VENDOR SIGN HERE DATE		Joseph Gindoff TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT