

## AGENDA



6:00 p.m. Wednesday, February 19, 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 February 5, 2020.

### PROCLAMATIONS

#### PUBLIC HEARINGS AND ADOPTION

##### **PH-1 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14).**

Final adoption of this Resolution will allow the County to use 3.5% in calculating its budget cap, and allow the County to "bank" or use in future years any amounts not needed in 2020. This was introduced at the February 5, 2020 Freeholder Meeting.

##### **PH-2 RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 12702, LOT 1 AND BLOCK 12601, LOTS 101.03 AND 102 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE WITH OPEN SPACE PRESERVATION TRUST FUNDS FOR \$1,200,000.00**

As per State regulations, a Resolution setting a public hearing date of February 19, 2020 as to the possible acquisition of the property was approved at the Freeholder meeting of December 18, 2019. The County is considering the acquisition of the property owned by Elizabeth H. Senor and James R. Senor, known as Block 12702, Lot 1 and Block 12601, Lots 101.03 and 102 in the Township of Monroe, (hereinafter "the property"), through the Open Space Preservation Program. The property, which totals 82 acres in size, is expected to remain in its natural state and be utilized for conservation purposes. Pending Freeholder approval, the required professional work (survey, title, and environmental testing) will commence after the Agreement of Sale is executed by both parties. Once all professional work is completed and any extenuating conditions have been addressed, settlement on the property can be scheduled. All items relative to this action have been previously identified in the explanation provided with the project's associated public hearing request. C.A.F. # 20-01363 has been obtained to certify funds.

### INTRODUCTIONS

##### **I-1 INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR FISCAL YEAR 2020.**

The purpose of this agenda item is to provide for the introduction of the annual budget of the County of Gloucester for fiscal year 2020. Copies have been provided to all Freeholders, and are also available through the Office of the Clerk of the Board. A public hearing and vote for adoption are scheduled for Wednesday, March 18, 2020.

##### **I-2 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$42,100,191 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$22,507,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

Introduction of this Bond Ordinance authorizes the issuance of \$22,507,800 in bonds or bond anticipation notes to finance the acquisition of various capital equipment, and the completion of various capital improvements. A public hearing on the bond ordinance is scheduled for Wednesday, March 18, 2020. Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

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 A TRI-PARTITE AGREEMENT BETWEEN THE COUNTY AND THE CITY OF WOODBURY AND TOWNSHIP OF DEPTFORD FOR SHARED MUNICIPAL COURT SERVICES.**

This Resolution authorizes the County to enter into a Tri-Partite Agreement with the City of Woodbury and the Township of Deptford regarding the use of a court facility at the County Justice Complex for shared municipal court services for a five-year period from February 1, 2020 to January 31, 2025

**A-2 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.**

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, and is authorized pursuant to N.J.S.A. 40A:4-20.

**A-3 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.**

It has been determined that there are certain items that must be canceled from the County's temporary budget. This Resolution will approve the cancellations as recommended by the County Treasurer.

**A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2020.**

The Treasurer of Gloucester County submits the bill lists for February 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-5 RESOLUTION TO AUTHORIZE THE LEASING OF COPY MACHINES FROM RICOH USA, INC. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO JANUARY 11, 2021 IN AN AMOUNT NOT TO EXCEED \$275,000.00.**

This Resolution will authorize the leasing of copy machines, with relative maintenance and supplies for use by various County departments, from Ricoh, USA, Inc. through State Contract #40467 from January 1, 2020 to January 11, 2021, in an amount not to exceed \$275,000.00.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**DEPUTY DIRECTOR DIMARCO  
FREEHOLDER LAVENDER**

**B-1 RESOLUTION AUTHORIZING A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2021, FOR AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR.**

The contract with County Business Systems is for professional support, services and expertise in providing an electronic laser printing service of the County voter registration lists and a digitized poll book printing service for all said elections in the County. Pursuant to N.J.S.A. 19:31-2, the County Superintendent of Elections maintains the official voter registry list and voter signature list for each voter in the County. County Business Systems accepts, converts, and merges the voter data files and signatures into their existing database for each election. Due to the County's 90-day notice requirement, the County is unable to anticipate the number of elections during the course of a year; therefore, the contract is not to exceed \$74,500.00 per year.

**C-1 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH JPC GROUP, INC.**

This Resolution will authorize a Change Order #01 to increase the contract with JPC Group, Inc. by \$98,859.00, resulting in a total contract amount of \$747,059.00, for 2018-2019 pipe lining and pipe cleaning at various locations throughout Gloucester County (Engineering Project #18-26 Rebid-2). This increase is due to supplemental items, additional constructions signs utilized, and decrease in lining quantities to offset different lining sizes. CAF #19-05755 has been obtained to certify funds.

**C-2 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH BACH ASSOCIATES, PC, FEDERICI & AKIN, P.A. CONSULTING ENGINEERS, AND REMINGTON & VERNICK ENGINEERS FROM FEBRUARY 7, 2020 TO FEBRUARY 6, 2021 IN AN AMOUNT NOT TO EXCEED \$150,000.00 EACH.**

This Resolution authorizes contracts with (1) Bach Associates, PC, (2) Federici & Akin, P.A. Consulting Engineers, and (3) Remington & Vernick Engineers for professional services regarding County-wide engineering, construction inspection, environmental services and/or other unspecified projects, as per RFP #20-014, from February 7, 2020 to February 6, 2021 in an amount not to exceed \$150,000.00 each.

**C-3 RESOLUTION AUTHORIZING PURCHASE CONTRACTS WITH CATERINA SUPPLY, INC. AND CORE & MAIN, L.P. FROM JANUARY 20, 2020 TO JANUARY 29, 2022 IN AN AMOUNT NOT TO EXCEED \$100,000.00 EACH PER YEAR.**

This Resolution authorizes purchase contracts with Caterina Supply, Inc. and Core & Main, L.P. for purchasing various types of piping as needed by the Department of Public Works from January 20, 2020 to January 19, 2022, in an amount not to exceed \$100,000.00 each per year.

**C-4 RESOLUTION INCREASING THE CONTRACT WITH PENNONI ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$112,638.00.**

This Resolution authorizes a third amendment to the contract with Pennoni Associates, Inc. due to unforeseen additional professional engineering design work as per RFP #18-027, and increases the contract in an amount not to exceed \$25,000.00, resulting in a total contract amount not to exceed \$112,638.00.

**C-5 RESOLUTION AUTHORIZING A CONTRACT WITH JOSEPH PORRETTA BUILDERS, INC. FOR CONSTRUCTION OF A POLE BARN AT THE CLAYTON COMPLEX FOR \$899,000.00.**

This Resolution authorizes a contract with Joseph Porretta Builders, Inc. for construction of a new pole barn at the Clayton Complex, known as Engineering Project #18-27, for \$899,000.00, commencing February 19, 2020 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9). CAF #20-01160 has been obtained to certify funds.

**C-6 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES, FROM JULY 1, 2019 TO JUNE 30, 2020 FOR \$3,526,125.00.**

This funding allows the Workforce Development Board to provide employment and training services to eligible youth and adults in Gloucester County.

**C-7 RESOLUTION AUTHORIZING THE CREATION OF A 2020 COMPLETE COUNT COMMITTEE.**

The U.S. Constitution requires the U.S. Census Bureau to conduct a count of all persons. The census count requires extensive work and the U.S. Census Bureau requires partners at the state and local level to insure a complete and accurate count. The County of Gloucester is creating a 2020 Complete Count Committee for the 2020 Census.

**C-8 RESOLUTION AUTHORIZING AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR A PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, FROM FEBRUARY 19, 2020 TO FEBRUARY 18, 2021, FOR \$30,000.00.**

The Department of Public Works, Planning Division through the Office of Housing and Community Development is requesting the execution of an Agreement with the Housing Authority of Gloucester County for a Public Facilities Project using Re-Programmed Community Development Block Grant Funds from February 19, 2020 to February 18, 2021, for \$30,000.00. The funding will be used to remove architectural barriers through the installation of automated push plate entry doors and laundry room doors at two (2) Public Senior Housing Buildings located at Deptford Park, 120 Pop Moylan Boulevard, Deptford, and at Carino Park, 100 Chestnut Avenue, Williamstown. C.A.F. 20-01309 has been obtained to certify funds.

**DEPARTMENT OF PUBLIC SAFETY & VETERANS  
AFFAIRS**

**FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS**

**D-1 RESOLUTION AUTHORIZING A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FROM  
FEBRUARY 2, 2020 TO FEBRUARY 1, 2021, IN AN AMOUNT NOT TO EXCEED \$400,000.00**

Resolution authorizing a contract with Motorola Solutions, Inc. for the purchase of communications equipment including parts, repairs, and maintenance on the County's Two-Way Radio System and the 700 MHz System from Motorola Solutions, Inc., through State Contract A83909. The contract is for one year, from February 2, 2020 to February 1, 2021, in an amount not to exceed \$400,000.00.

**D-2 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO STRYKER SALES  
CORPORATION, FOR \$185,399.76**

Resolution authorizing purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS. The Purchasing Department sent out bid request PD-020-004 and it is recommended that the contract be awarded to Stryker Sales Corporation. C.A.F. #20-01138 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 AUTHORIZING AMENDMENTS TO TWO (2) CONTRACTS WITH CME  
ASSOCIATES**

This Resolution authorizes amendments to two (2) contracts between the County and CME Associates. It is necessary to amend the contract awarded on October 16, 2019, per RFP-19-050, to increase the contract amount to an amount not to exceed \$200,000.00. It is necessary to amend the contract awarded on January 3, 2020, per RFP-20-009, to decrease the contract amount to an amount not to exceed \$85,000.00, from January 1, 2020 to December 31, 2020.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT  
FOR FARM PROPERTY OWNED BY LYNDA JUALL CARPENITO FOR \$237,368.80.**

This Resolution authorizes the purchase of the development rights on properties in the Township of East Greenwich, known as Block 1107, Lot 6 consisting of 20.116 acres, owned by Lynda Juall Carpenito, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$11,800.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in an upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for R.W. Frankenfield Associates and \$3,100.00 for Steven Bartelt, MAI. The property is contiguous and/or in close proximity to more than 1,000-acres of previously preserved farmland and open space. C.A.F. #20-01188 has been obtained to certify funds.

**G-2 RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH NEW JERSEY  
HISTORIC TRUST FOR A 2019 PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND GRANT  
IN THE AMOUNT OF \$142,500.00 FOR THE PERIOD JANUARY 2020 TO MARCH 2025.**

This Resolution authorizes the execution of a grant agreement with New Jersey Historic Trust for the award of a 2019 Preserve New Jersey Historic Preservation Fund Capital Level 1 Grant, for the amount of \$142,500.00 with a County 3:2 in-kind match of \$95,000.00, for a total amount of \$237,500.00 for the period January 2020 to March 2025. This grant will support capital improvements to the Whitall House including door restoration, window replacement, exterior painting and other improvements deemed necessary.

**Old Business**

**New Business**

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

**Adjournment**

**MINUTES**



6:00 p.m. Wednesday, February 5, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

<b>FREEHOLDER</b>	<b>PRESENT</b>	<b>ABSENT</b>
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 **January 22, 2020.**

<b>FREEHOLDER</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Deputy Director DiMarco	X		X			
Freeholder Barnes						
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**PROCLAMATIONS**

- 52321** Proclamation in Recognition of Robert P. Bond on achieving the Rank of Eagle Scout.  
(Previously presented by Freeholder Simmons)
- 52322** Proclamation in Recognition of Benjamin P. McCausland on achieving the Rank of Eagle Scout.  
(Previously presented by Freeholder Simmons)
- 52323** Proclamation in Recognition of Roger B. McCurdy, III on achieving the Rank of Eagle Scout.  
(Previously presented by Freeholder Simmons)
- 52324** Proclamation in Recognition of Michael C. Paccione on achieving the Rank of Eagle Scout.  
(Previously presented by Freeholder Simmons)

**INTRODUCTION**

**52325 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK AND SETTING THE PUBLIC HEARING FOR WEDNESDAY, FEBRUARY 19, 2020 AT 6:00 P.M.**

Introduction of this Resolution will allow the County to use 3.5% vs. 2.5% in calculating its budget CAP, and allow the County to "bank" or use in future years any amounts not needed in 2020. The public hearing will be held February 19, 2020.

<b>FREEHOLDER</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Deputy Director DiMarco	X		X			
Freeholder Barnes						
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

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

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes						
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**CLOSE**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco	X		X			
Freeholder Barnes						
Freeholder Christy			X			
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**RESOLUTIONS**

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
 FREEHOLDER DIMARCO

**52326 RESOLUTION AUTHORIZING THE COUNTY SUPERINTENDENT OF ELECTIONS TO EXCEED THE 2.0% BUDGET CAP FOR THE 2020 COUNTY BUDGET.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52327 RESOLUTION AUTHORIZING THE OFFICE OF THE COUNTY SURROGATE TO EXCEED THE 2.0% BUDGET CAP FOR THE 2020 COUNTY BUDGET.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52328 RESOLUTION AUTHORIZING AND APPROVING MODIFICATIONS TO THE HUMAN RESOURCES MANUAL AND AMENDING THE ADMINISTRATIVE CODE, SECTION PER-6.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52329 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH CWA LOCAL 1085 DIVISION OF SOCIAL SERVICES RANK AND FILE AND SUPERVISORY UNIT FROM JANUARY 1, 2019 TO DECEMBER 31, 2023.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52330 RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WORKCARE, P.C. FROM FEBRUARY 29, 2020 TO DECEMBER 31, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52331 RESOLUTION EXTENDING THE CONTRACT WITH CONTINUANT, INC. FOR A PERIOD OF ONE YEAR FROM MARCH 1, 2020 TO FEBRUARY 28, 2021 FOR \$40,430.76.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52332 RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE GLOUCESTER COUNTY DIVERSITY, EQUITY, AND INCLUSION ADVISORY BOARD AND THE DISSOLUTION OF THE TOLERANCE PROJECT.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52333 RESOLUTION AUTHORIZING AN AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS BETWEEN THE COUNTY OF GLOUCESTER AND HR4 OWNERSHIP, LLC.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52334 RESOLUTION AUTHORIZING A CONTRACT WITH MICROSYSTEMS-NJ.COM, L.L.C., FROM FEBRUARY 17, 2020 TO FEBRUARY 16, 2025, FOR \$235,000.00.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52335 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

DEPUTY DIRECTOR DIMARCO  
FREEHOLDER LAVENDER

**52336 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH COOPER MONUMENT COMPANY FROM FEBRUARY 5, 2020 TO FEBRUARY 4, 2022 AT NO COST TO THE COUNTY.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52337 RESOLUTION AUTHORIZING A CONTRACT WITH GENSERVE, LLC, FOR \$38,336.70.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52338 RESOLUTION AUTHORIZING A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM FEBRUARY 1, 2020 TO JUNE 30, 2020, IN AN AMOUNT NOT TO EXCEED \$96,545.00.**

FREEHOLDER	MOTION	SECOND	YES	NO	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

**52339 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM.**

FREEHOLDER	MOTION	SECOND	YES	NO	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**

**52340 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) TRUCKS FROM WINNER FORD THROUGH STATE CONTRACTS FOR A TOTAL AMOUNT OF \$53,500.00.**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	x		X			
Director Damminger			X			

Comments: N/A

**52341 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2020 SEDANS FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$65,804.00.**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	x		X			
Director Damminger			X			

Comments: N/A

**52342 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM MARCH 13, 2020 TO MARCH 12, 2022 IN AN AMOUNT NOT TO EXCEED \$750,000.00 PER YEAR.**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	x		X			
Director Damminger			X			

Comments: N/A

A

**52343 RESOLUTION AUTHORIZING CONSENT TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED CRISTAUDO TRACT SUBDIVISION.**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	x		X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY  
& VETERANS AFFAIRS

FREEHOLDER CHRISTY  
FREEHOLDER SIMMONS

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER JEFFERSON  
FREEHOLDER BARNES

**52344 RESOLUTION AUTHORIZING AMENDMENTS TO FOUR AGREEMENTS REFLECTING CONTRACTOR'S CORPORATE NAME CHANGE AND ACQUISITION.**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**52345 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.**

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PARKS &  
LAND PRESERVATION

FREEHOLDER LAVENDER  
FREEHOLDER DIMARCO

Old Business

New Business

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

**OPEN**

FREEHOLDER	MOTION	SECOND	YES	NO	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: Mark Cheeseman, of Mantua, Alejandro Serrace of West Deptford, Jim Hesser of Williamstown, Mike Justice of Logan Township, Anthony Bovitt of Williamstown, Andrew Pollock of West Deptford and Jordan Schlump of Woolwich Township all addressed the Board seeking a friendly resolution supporting the 2A Sanctuary.

FREEHOLDER	MOTION	SECOND	YES	NO	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**

<b>FREEHOLDER</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
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: 6:25 p.m.

**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION  
LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

PA-1

**WHEREAS**, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriations and the 3.5% percentage rate, as an exception to its final appropriations in either of the next two succeeding years; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

**WHEREAS**, the Board of Chosen Freeholders hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,194,263.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring that, in the CY 2020 budget year, the final appropriations of the County shall, in accordance with this Resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,194,263.00, and that the CY 2020 budget for the County of Gloucester be approved and adopted in accordance with this Resolution; and

**BE IT FURTHER RESOLVED** that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after public hearing and adoption.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

PH-2

**RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 12702, LOT 1 AND BLOCK 12601, LOTS 101.03 AND 102 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE WITH OPEN SPACE PRESERVATION TRUST FUNDS FOR \$1,200,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to purchase the lands known as Block 12702, Lot 1 and Block 12601, Lots 101.03 and 102 in the Township of Monroe (hereinafter the "Property") using Open Space Preservation Tax Funds; and

**WHEREAS**, Elizabeth H. Senior and James R. Senior, who holds title to the Property, which is approximately 82 acres, and located in the Township of Monroe, previously made application to the County seeking to have the County purchase same, and preserve it permanently as open space; and

**WHEREAS**, Elizabeth H. Senior and James R. Senior, has indicated a willingness to execute a conditional Agreement of Sale to convey the Property to the County, so that it may be preserved as such; and

**WHEREAS**, the County will be providing funds in the amount of \$1,200,000.00 for the said purchase; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$1,200,000.00, pursuant to C.A.F. # 20-01363, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. The conditional Agreement of Sale attached hereto and made a part hereof, (or a form substantially similar thereto), between the County and Elizabeth H. Senior and James R. Senior in regard to the purchase of the Property is hereby approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby is, authorized and directed;

2. 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 a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

## AGREEMENT OF SALE

**THIS AGREEMENT OF SALE** ("Agreement") made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the *County of Gloucester*, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (*hereinafter referred to as the "County"*) and *Elizabeth H. Senor*, whose address is 49 South Tuckahoe Road, Williamstown, New Jersey and *James R. Senor*, whose address is 385 Pennsylvania Avenue, Franklinville, New Jersey 08322 (*hereinafter individually and collectively referred to as "Seller"*).

**WHEREAS**, Elizabeth Senor is the owner of certain real property described in this Agreement and identified as Parcels One and Three, and James R. Senor is the owner of certain real property described in this Agreement as Parcel Two; and

**WHEREAS**, the Seller and the County have reached an agreement for the sale of the real property in question, which is more particularly described herein;

**THEREFORE**, for and in consideration of the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) and in consideration of the covenants and agreements herein contained, the Seller agrees to convey such realty to the County, free from all encumbrances except as set forth herein.

1. **Property to be conveyed.** The property to be sold consists of the land and all of the Seller's rights relating to the land known as Parcel One: Block 12601, Lots 101.03/101.03QFarm; Parcel Two: Block 12601, Lot 102/102QFarm; and Parcel Three: Block 12702, Lots 1/1QFarm (each a "Parcel"), all located in the Township of Monroe, County of Gloucester, and State of New Jersey, as well as all of Seller's estate, right, title, interest, property, possession, reversion, remainders, tenements, hereditaments and appurtenances relating to the land (collectively, the "Property").

2. **Purchase Price.** It is mutually agreed that the total collectively purchase price to be paid by the County for the Property is One Million Two Hundred Thousand Dollars (\$1,200,000.00) ("Purchase Price").

3. **Payment of the Purchase Price.** At closing, the County agrees to pay the Purchase Price, subject to customary and normal adjustments.

4. **Title/Survey.**

a. Title to be conveyed shall be clear, valid, recordable, marketable, and insurable at regular rates by the County's title company authorized to do business in New Jersey ("Title Company") subject only to existing utility easements and rights of way presently of record (none of which shall make title unmarketable or prevent the intended uses of the Property by the County) (collectively the "**Permitted Exceptions**"). If such title cannot be conveyed by the Seller, the County shall have the right to terminate this Agreement, whereupon neither the County nor the Seller shall have any further obligation to the other. The County shall order a title insurance commitment ("Title Commitment") from the Title Company. Within ten (10) days from the County's receipt of the Title Commitment, the County shall notify Seller of any title defects ("**Defects**") disclosed by the Title Commitment, which County deems objectionable. Seller shall have twenty (20) days from receipt of County's notice (the "**Cure Period**") in which to advise the County whether it will remedy the Defects. If Seller refuses or fails to remedy such Defects, the County shall have the option to (i) accept a conveyance of title subject to such Defects, and proceed with this Agreement (in which event the Title Commitment and the Deed will be accepted subject to any such Defects as Permitted Exceptions other than any defects which arise between the date of issuance of the Title

Commitment and the Closing as to which the County reserves its rights to object) or, (ii) give written notice to Seller to terminate this Agreement, and thereafter no party hereto shall have any claims, rights, duties, obligations, or liabilities to another party hereto by virtue of this Agreement, except those which herein are expressly stated to survive any termination of this Agreement.

b. The County, at its sole cost and expense, shall obtain surveys of the Property with metes and bounds descriptions of said Property. Those descriptions shall be incorporated into the Deeds and utilized in the descriptions of the Property to be conveyed. The surveys shall be acceptable to the County in its sole discretion. The County shall not be obligated to accept the Property with the presence of any encroachments onto or from adjoining properties, or any gaps, disputes or overlaps with any adjoining properties. In the event that the surveys disclose the existence of any such encroachments, gaps, disputes or overlaps, the Seller shall cause all encroachments, gaps, disputes or overlaps to be removed or revolved, to the County's satisfaction, prior to Closing.

5. **Closing of Title.** It is agreed by the parties hereto that the closing of title ("Closing") shall take place at the office of the County Administrator, 2 South Broad Street in Woodbury, New Jersey, on a date estimated to be the 15<sup>th</sup> day of July, 2020, during regular business hours, in accordance with the terms of this Agreement and subject to the results of the Environmental Assessments. Notwithstanding anything contained herein to the contrary, the date for Closing is subject to extension based on the results of Due Diligence and the Environmental Assessments.

At the time of Closing, each Seller shall execute the appropriate documents of title, including (i) a Bargain and Sale Deed with covenants against grantor's acts (Deed") for each Parcel, recordable under the laws of New Jersey, conveying the Property by the descriptions as set forth in this Agreement and containing a statement reciting the deed or other instrument by which each Seller obtained title, (ii) a New Jersey GIT/REP, Seller Residency/Non-Residency Certificate from each Seller, (iii) a Seller Affidavit of Consideration from each Seller, (iv) a 1099 B tax reporting form, (v) an Affidavit of Title from each Seller, (vi) such estate documentation as may be requested by the Title Company, and (vii) any other necessary documents required by the County or the Title Company.

The Seller acknowledges that the County will prepare the forms of Deeds for execution by the Seller at Closing. The Seller acknowledges that the County is purchasing the Property for open space purposes and the Property will, at closing, become subject to restrictions against a use other than open space purposes.

6. **Right of Entry.** The Seller agrees to permit the County, or its appraisers, engineers, inspectors, environmental consultants and engineers, surveyors or duly authorized representatives, to examine, survey and undertake any other acts concerning the Property that the County deems necessary or desirable in connection with this Agreement, at any reasonable time prior to the Closing. However, neither the County nor its agents or employees shall be liable to pay for any damages for which it and/or they have no liability under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and provided further that the liability of the County and its agents and employees, if any, shall be subject to the availability of funds appropriated.

7. **Taxes and Other Adjustments.** The County and each Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. The County shall prepare the forms of Deeds for each Parcel but all other Seller documents shall be prepared by the Seller's counsel. The County shall pay all title insurance premiums and charges (other than the costs of special premiums and/or charges assessed as a result of title defects that need affirmative coverage) and all title examination costs, all survey costs, and all other costs and

expenses associated with the County's acquisition of the Property. The County and each Seller shall each pay any amounts imposed by law upon grantees and grantors, respectively, on account of transfer taxes, documentary stamps or similar fees charged for the conveyance of real property, in accordance with the laws and/or customs with respect to title closings in the State of New Jersey, specifically with Seller being responsible for the payment of the customary seller's "realty transfer fee" imposed pursuant to N.J.S.A. 46:15-5, et seq., and with the County responsible for the one (1%) percent fee imposed pursuant to N.J.S.A. 46:15-7.2 (the "**Mansion Tax**"), if applicable. All other customary purchase and sale closing costs shall be paid by Seller or the County in accordance with the custom for title closings in Gloucester County, New Jersey including, but not limited to, each paying one half of the settlement agent's fee for conducting the Closing if conducted by a title company. Seller shall pay all costs associated with the release of all of Seller's liens against the Property. If Buyer's counsel acts as closing agent, the Buyer shall pay for all fees associated with same.

Seller and Buyer shall make prorated adjustments at Closing, as of the Closing date, for items which have been paid by Seller or are due from Seller such as real estate taxes, water and sewer charges which could be claims against the Property. Any prepayment of taxes by the Seller shall be reimbursed by separate invoice after pro-rata adjustment is made on taxes as of the date of Closing. No New Jersey Realty Transfer Fee is presently applicable to this transaction, however, if it is determined that Realty Transfer Fees are applicable to this transaction, the Seller shall be responsible for the payment of said Realty Transfer Fees.

8. **Assessments.** If, at Closing, the Property, or any part thereof, is subject to an assessment (whether confirmed or unconfirmed) for municipal improvements that have been commenced prior to the closing date, then the Seller shall pay the full amount of such assessment (irrespective of whether or not the assessment is payable in installments that extend beyond the closing date). In the case of such an assessment that is unconfirmed, the Seller shall pay at closing a reasonable estimate of such assessment; when the amount of the assessment is confirmed, the Seller shall pay any deficiency to the County (if the estimate proves to have been insufficient) or the County shall return any excess to the Seller (if the estimate proves to have been excessive).

9. **Contingencies.**

a. **Freeholder Approval/Hearing.** The County and the Seller agree that the purchase by the County of the Property is contingent upon (i) approval by the Gloucester County Board of Chosen Freeholders and (ii) a public hearing relative to the acquisition of the Property.

b. **New Jersey Private Well Testing.** The County and Seller agree that this Agreement is contingent upon the Seller providing to the County satisfactory drinking water tests, pursuant to the New Jersey Private Well Testing Act, of the potable well water supply located at the Property at the Seller's expense from a New Jersey Department of Environmental Protection ("NJDEP") certified laboratory. The drinking water tests shall be obtained no later than ten (10) business days from the execution of this Agreement. The standards applied in said water tests shall be those standards specified in the New Jersey Private Well Testing Act and EPA/NJDEP standards. The test results shall be delivered by the Seller to the County and County's counsel within five (5) business days after Seller's receipt of the reports.

Should the result of the tests reveal parameters in excess of the maximum standards established by the NJDEP, the County may declare this Agreement null and void by notifying Seller of same within five (5) days of receipt of the report. In the alternative, however, the County may request that the Seller undertake remedial action or repair at the Seller's expense. Should the Seller refuse to do so, then this Agreement shall be null and void and neither party shall have any further obligation to the

other. Prior to Closing, the Seller and County shall each certify in writing that each has received and read a copy of the test results.

c. **Property Inspection.** Although the Property is being purchased as is, the Seller will also make the Property available to the County's inspector for the purpose of inspecting the Property at the County's election and at the County's expense with respect to, among other things, the heating, air conditioning, plumbing and electrical systems of any buildings at the Property, the foundation and structure of any buildings at the Property, the roof and flashings of any buildings at the Property, possible environmental conditions affecting the Property such as presence of radon gas, formaldehyde gas, air-borne asbestos fibers, toxic chemicals or other pollutants in the soil, air or water per the terms and conditions of Paragraph 11 below, wood destroying insect infestation and damage by wood destroying insects, and if applicable, potability of water and/or functioning of the septic system and any well at the Property.

If the County elects to perform these inspections, they shall be completed within ninety (90) business days from the execution of this Agreement. If such inspection(s) reveals any defect or condition unsatisfactory to the County, the County shall have the right to declare this Agreement terminated unless the Seller agrees, in writing, within five (5) business days of receiving the inspection results to repair and/or replace same, as may be required, at the Seller's own cost and expense.

Some municipalities require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property, Seller shall obtain it at Seller's expense and shall be responsible to make and pay for any repairs required in order to obtain either the Certificate or Letter. In addition, Seller shall comply with the New Jersey state law regarding smoke detectors, carbon monoxide detectors and fire extinguishers, for both residences.

d. **Lead Based Paint Document Acknowledgment and Contingency Clause.**

The County acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a document entitled **DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** has been fully completed and signed by the County and the Seller and is attached and made part of this Agreement.

Unless the County and Seller agree to a longer or shorter period, County has a ninety (90) day period within which to complete an inspection and/or risk assessment of the Property. The County, however, has the right to waive this clause in its entirety. If the County does not elect to waive this clause, then this Agreement is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. If the Inspection indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the Property, the County shall have the right to elect, in the County's sole discretion, to:

i. deliver to the Seller a written amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and corrections required by the County. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies; and (b) furnish the County with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the Closing; or

- ii. proceed with the sale and deduct from the Purchase Price the cost of repairs or replacement as estimated by the County's professionals; or
- iii. terminate this Agreement in which event neither party shall have any rights or obligations to the other except as otherwise set forth herein; or
- iv. proceed with the sale without any adjustment to the Purchase Price.

(e) The Seller's obligation to perform its obligations, including but not limited to closing of title in accordance with this Agreement, is contingent upon the purchase price being sufficient to pay all of the Seller's obligations related to the Property, including but not limited to broker's commissions, Seller's portion of pro-rated taxes and assessments, and satisfaction of any outstanding claims or liens upon the Property.

10. **Seller's Representation.** In order to induce the County enter into this Agreement and with full knowledge that the County is relying thereon, each Seller hereby warrants and represents to the County as follows:

a. Each Seller represents that he or she has not permitted nor authorized the storage of any hazardous or toxic material on the Property. If applicable, the Seller agrees to comply with the requirements of the "Industrial Site Recovery Act", *N.J.S.A. 13:1K-6 et seq.* ("ISRA") before closing of title by applying for and receiving from the New Jersey Department of Environmental Protection: (i.) a non-applicability letter; (ii.) a de minimum quantity exemption or (iii.) the County's approval of the Seller's declaration which shall be set forth in the Seller's Affidavit of Title in language acceptable to the County, that the Property is not subject to the requirements of ISRA.

b. Each Seller represents that he or she is the sole owner of his or her respective Parcel, that Seller has no knowledge that any person has any right to or interest in or claims against the Property, and that each Seller has full power and authority to (i) enter into this Agreement for the sale of the Property and carry out the transactions provided for herein, and (ii) sign and deliver the Deed and other documents of title to the County.

c. Neither the execution and delivery of this Agreement nor the consummation of the transactions provided for herein will constitute a violation or breach by the Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller or the Property is subject.

d. Each Seller acknowledges that all legal work and closing documents necessary to transfer title (other than the Deeds) shall be prepared by said Seller's attorney at the Seller's sole expense. All documents to be executed by Seller and delivered to the County at the Closing will be duly executed and delivered by Seller, will be legal, valid and binding obligations of Seller, and will not violate any provision of any agreement or judicial order to which such Seller is a party or to which such Seller or the Property is subject.

e. Each Seller warrants that all buildings, driveways and other improvements on its respective Parcel are within the boundaries of same and that no buildings, driveways and other improvements located on adjoining properties enter into or beyond such boundary lines. In the event that the surveys disclose any encroachments, overlaps or other objectionable matters or state of facts, the Seller shall resolve same to the satisfaction of the County prior to Closing.

f. Each Seller warrants that there are no underground storage tanks, including heating oil tanks, on the Property. If underground storage tanks are discovered on the Property, the Seller agrees that Seller will comply with any and all provisions of any federal or state laws governing the ownership, operation, inspection, closure, or removal of, or the remediation of discharges from, such

tanks, and all regulations promulgated pursuant thereto including, but not limited to, the Underground Storage Tank Rules, N.J.A.C. 7:14B, and the Heating Oil Tank System Remediation Rules, N.J.A.C. 7:26F, and agrees to be responsible for any and all costs incurred resulting from compliance with same. The Seller agrees that Seller will receive from the appropriate governmental agency documentation indicating compliance with any applicable environmental regulations as requested by the County.

g. Seller has not granted any party or person any rights to or interest in the Property. Each Seller represents that the Property shall be free of any tenants or any written or oral lease for the outstanding use of the Property, subject to the provisions of Paragraph 18 hereof.

h. Each Seller represents that his or her Parcel has direct access to and from a public road.

i. Seller has not received any notices of any violations of any law, municipal ordinance or other governmental requirement including, but not limited to, from the municipality, county, state or other governmental agency, relating to the Property, and to Seller's knowledge no such violations exist.

j. To the knowledge of Seller, no condemnation or eminent domain proceeding is pending or threatened as to the Property or any portion thereof, and Seller has not received any written notice of any such proceeding.

k. To the Seller's knowledge, no assessments or charges for any public improvements have been made against the Property, which remain unpaid, nor to Seller's knowledge are any such assessments pending or threatened.

l. To the Seller's knowledge, there are no judicial, administrative, mediation or arbitration actions, suits or proceedings pending or threatened against or affecting the Property or Seller.

m. Seller is not a "foreign person" under the Foreign Investment Real Property Tax Act.

n. No bankruptcy or reorganization proceeding with respect to the Seller, whether voluntary or involuntary, is pending or presently contemplated by the Seller.

The representations set forth in this section shall survive Closing.

11. **Environmental Assessment.** The County shall have the right to have conducted such investigations and inspections of all aspects of the Property as the County deems necessary or desirable including without limitation, environmental assessments and investigations (which may include core and soil samples and wetlands studies), for the preparation of a Preliminary Assessment Report/Phase I Site Investigation and/or Phase II Site Investigation (collectively, the "Environmental Assessments") according to the requirements promulgated by the New Jersey Department of Environmental Protection, including, but not limited to, the Administrative Requirements for Remediation of Contaminated Sites ("ARRCS") N.J.A.C. § 7:26C-1.1, et seq., at County's sole cost and expense. Seller agrees to provide all information necessary for County to conduct any site investigations to the extent necessary for the Environmental Assessments. If the Phase I Environmental Assessment/Site Investigation reveals environmental conditions that would cost more than Ten Thousand Dollars (\$10,000.00) to further investigate and/or remediate, and Seller is unwilling to pay such costs, the County may elect to terminate this Agreement, or in the alternative the County may proceed with a Phase II Site Investigation with the

understanding that if the County ultimately moves forward with the purchase of the Property the date for Closing may be delayed accordingly. Notwithstanding the foregoing, if the results of the Environmental Assessments are not satisfactory to the County or reveal contamination that would cost more than Ten Thousand Dollars (\$10,000.00) to remediate, the County shall, in its sole discretion, have the option to elect to:

- i. require the Seller to retain a licensed site remediation professional ("LSRP") to oversee all recommended environmental remediation and obtain a Response Action Outcome, No Further Action Letter, or other documentation acceptable to the County; or
- ii. proceed with the sale and deduct from the Purchase Price the costs of environmental remediation as estimated by the County's professionals; or
- iii. terminate this Agreement whereupon neither the County nor the Seller shall have any further obligation to the other than the delivery by the County to the Seller of copies of all environmental reports and studies received by Buyer within thirty (30) days of termination of this Agreement.

If the County does not elect to terminate this Agreement, the parties acknowledge that the date for Closing shall be extended for such time as is necessary to conduct all necessary environmental remediation and obtain all necessary documentation acceptable to the County.

12. **Risk of Loss/Eminent Domain.** The risk of loss or damage to the Property by fire or otherwise until Closing is assumed by the Seller.

In the event condemnation or eminent domain proceedings shall be commenced prior to Closing by any governmental or quasi-governmental authority having jurisdiction therefor against all or any part of the Property, Seller shall, within five (5) days of receipt of notice thereof, promptly notify the County and provide the County with all information concerning such proceedings. If the condemnation or eminent domain proceeding shall result in a taking of more than fifty percent (50%) of the Property, the County may, at its option, by giving written notice to Seller within fifteen (15) days after its receipt of the notice of such proceedings, terminate this Agreement whereupon this Agreement shall be null and void and of no further force and effect and neither party shall have any further liability or obligation to the other under this Agreement. In the event the County does not elect to terminate this Agreement, then any award in condemnation and/or unpaid claims and rights in connection with such condemnation shall be assigned to the County at Closing, or if paid to Seller prior thereof, shall be credited against the unpaid balance of the Purchase Price due at Closing, with any excess paid to Seller.

If the Property, or any portion thereof, is damaged by fire or otherwise, and estimated cost of repairing the damages is ten percent (10%) of the Purchase Price or more, the County will have the choice of:

- a. terminating this Agreement, or
- b. proceeding with the sale and deducting from the Purchase Price the agreed upon cost of estimated repairs or replacement.

If the County elects to terminate this Agreement, neither the County nor the Seller shall have any further obligation to the other.

13. **Condition of Property.** The Property is being purchased in its present condition, (commonly known as "as is") as of the date of this Agreement and the Seller shall undertake no actions, nor permit others to undertake any actions, which may offset or alter the existing condition of the

Property without the County's consent. Notwithstanding the foregoing, however, Seller, Elizabeth Senor, shall have the right to remove a historic barn from Parcel Three which is adjacent to the primary house on said Parcel, and a pole barn from Parcel One, each of which removal shall be completed prior to Closing, with all debris and foundations removed, and the Property restored to the condition it was at the execution of this Agreement prior to Closing.

14. **Possession.** It is agreed by the parties that, subject to the post closing occupancy rights of Elizabeth Senor for Parcel One per the provisions of Paragraph 18 hereof) the County may enter into and upon the Property on the date of Closing and delivery of the Deed, and from thence take the rents, issues and profits to the use of the County.

15. **Personal Property and Fixtures.** The sale includes all articles of personalty that are attached to the Property that have become so much a part of the property that their separation from it would lessen the value or damage the Property. Such articles are known as "fixtures". Specifically excluded from the sale are the following items: light fixture over the kitchen table, light fixture over the dining room table, light fixture over the great room table, light fixture in the foyer, television wall stand in the bedroom, television wall stand in the kitchen, and television wall stand in the sitting room.

16. **Binding Agreement.** This Agreement shall bind not only each Seller and the County, but also their respective representatives, heirs, executors, administrators, successors, and assignees.

17. **Miscellaneous.**

a. **Knowledge.** This Agreement is entered into with the full knowledge of the parties, their officers, directors, agents and employees as to the Property and not upon any representations made as to the character or quality of the Property other than as expressly provided herein.

b. **Captions and Headings.** Captions and headings used herein are for reference only and shall in no way be deemed to define, limit, explain or amplify any provision hereof.

c. **Survival.** The parties hereto agree and acknowledge that the terms, conditions and representations contained in this Agreement shall survive closing of title and delivery of the Deed.

d. **Severability.** In case any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor the validity of any other term of this Agreement shall in any way be affected thereby.

e. **Modifications.** This Agreement may not be changed, altered or cancelled orally, but only by a written agreement executed by the parties.

f. **Government Approvals.** The Seller shall have the responsibility to obtain any State, County or Municipal approvals that may be necessary in connection with the conveyance of this Property.

g. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of New Jersey.

h. **Counsel.** Each party to this Agreement is aware of his or her right to seek independent legal advice and counsel concerning this document prior to signing, and by signing below, each has exercised that right or waives such right.

i. **Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments, material undisclosed violations of this Agreement, or except as provided in this Agreement.

18. **Tenancies:** The Seller, Elizabeth Senor, represents that Parcel One contains two residences, one of which is occupied by Seller, Elizabeth Senor, and the other which is occupied by a tenant ("Tenant"). Seller, Elizabeth Senor, shall give Tenant the appropriate and timely notices to vacate the residence so that at Closing, the residence rented by the Tenant shall be vacant, in broom clean condition, and free of any tenants or occupants as well as any written or oral lease for the use of the Property. Seller, Elizabeth Senor, agrees to make every good faith effort to vacate her residence on Parcel One prior to closing, however, the County agrees that Seller, Elizabeth Senor, shall be provided with an additional thirty (30) days following closing to complete her move-out subject to establishment of an escrow from Seller's closing proceeds in an amount acceptable to the County to ensure that Seller, Elizabeth Senor, vacates the property in good condition and in a timely fashion. Such post-closing occupancy shall be evidenced by a Use and Occupancy Agreement which shall be executed by the parties at closing.

19. **Hazardous Materials.** The Seller represents that Seller has not permitted nor authorized the storage of any hazardous or toxic material on the Property.

20. **Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement.

21. **Parties Liable.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

22. **Brokers.** The parties acknowledge and warrant to each other that they have not engaged the services or nor contacted any real estate broker or sales person with regards to this transaction, other than Ray Colella of Township Realty, whose commission shall be paid for by the Seller at closing. Buyer and Seller each warrant to the other that any claim for commission by any other real estate agent or broker due to the acts of the other, or agent thereof, shall be the responsibility of the party engaging or contacting the real estate broker in connection with this transaction, and shall indemnify and hold harmless the other for such claims. This provision shall survive Closing.

23. **Claimant's Certification and Declaration.** The Seller hereby certifies under penalty of law that the purchase price state herein is true and correct; that the items and disbursements charged were rendered to or for the County on the date stated; that no bonus has been given or received by any person or persons within the knowledge of the Seller in connection with this matter; that the amount therein stated is justly due and owing and that the amount charged is a reasonable one.

24. **Bulk Sales.** Seller agrees to provide the County with all information needed to fully and accurately complete Form C-9600 and notify the New Jersey Department of Treasury, Division of Taxation, Bulk Sales Unit ("Bulk Sales Unit") as to the transfer of title to the Property from Seller to the County. Seller shall cooperate with the County in connection with said notification, and Seller shall

comply with all escrow demands, requirements or suggestions from the Bulk Sales Unit or other applicable escrow demands, requirements or suggestions from other such governmental bodies (collectively, the "Tax Escrow"). If a Tax Escrow is suggested or required by the Bulk Sales Unit, the Tax Escrow shall be held by the County's attorney in escrow until such time that the Bulk Sales Unit shall give notice to the County's attorney or issue a Demand for Escrow Payment from Transferee (the "Bulk Sales Unit Notice") as to any deficiency in payment of taxes owed by Seller ("Seller's Tax Liability"). Upon receipt of the Bulk Sales Unit Notice, the County's attorney shall remit payment from the Tax Escrow to the Bulk Sales Unit as specified in said notice. Any remaining funds shall remain in the Tax Escrow pending further instruction from, or issuance of a letter of clearance by, the Bulk Sales Unit. Upon receipt of the letter of clearance from the Bulk Sales Unit, any remaining funds in the Tax Escrow shall be released to Seller.

25. **Default.**

A. **Seller's Default.** It shall be a default by Seller, if Seller:

- (1) Fails to transfer the Property to the County at closing in accordance with the terms of this Agreement;
- (2) Fails to comply with the requirements of this Agreement;
- (3) Fails to deliver title of the quality described in this Agreement; or,
- (4) Fails to cooperate under this Agreement with the County in good faith.

If Seller defaults, the County may avail itself of all rights and remedies that Buyer may have at law or in equity, including, but not limited to, specific performance; and Seller shall be responsible to the County for all litigation expenses and court costs, including reasonable attorneys fees.

B. **County's Default.** It shall be a default by the County, if the County:

- (1) Fails to close on the Property as required by the terms of this Agreement following satisfaction of all conditions precedent to the County's performance hereunder;
- (2) Fails to comply with the written requirements of this Agreement; or,
- (3) Fails to cooperate under this Agreement with Seller in good faith.

If the County defaults, Seller may avail itself of all rights and remedies Seller may have at law or in equity, including, but not limited to, specific performance.

C. **Cancellation.** This Agreement is intended to be legally binding as to all parties. However, if a provision of this Agreement gives a party or parties the right to cancel the Agreement under certain conditions, the party canceling must give written notice of cancellation to the other party within any time limits specified. Upon such cancellation, Seller and the County shall be released from all further liability to each other. If a cancellation period expires, the party shall have no right to cancel after the expired cancellation period.

D. **Cure of Default.** The parties mutually agree to confer in good faith and attempt to cure any defects or defaults in order to facilitate the sale and purchase of the Property. This shall require either party to promptly notify the other in writing of any problems discovered, and to grant reasonable extensions of time to the other party to correct the problem.

IN WITNESS WHEREOF, the Seller and the County have signed this Agreement and in case of corporation, the agreement has been signed by its proper corporate officers, and its corporate seal has been affixed the day and year first above written pursuant to an appropriate resolution of such corporation.

The Seller and the County have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED AND AGREED TO BY:

WITNESSED OR ATTESTED BY:

THE COUNTY OF GLOUCESTER, BUYER

\_\_\_\_\_  
Laurie Burns, Clerk of the Gloucester  
County Board of Chosen Freeholders

BY: \_\_\_\_\_  
Name: Robert M. Damminger  
Title: Freeholder Director

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

SIGNED AND AGREED TO BY:

Witnessed By:

\_\_\_\_\_

\_\_\_\_\_  
Elizabeth H. Senor

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

Witnessed By:

\_\_\_\_\_

\_\_\_\_\_  
James R. Senor

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

**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.** 20-01363

Pg 1

**SHIP TO**  
GLOUC. CO LAND PRESERVATION  
1200 N. DELSEA DR.  
CLAYTON, NJ 08312  
856-307-6451

**VENDOR**  
WEST JERSEY TITLE AGENCY  
OF SALEM COUNTY, INC  
15 SOUTH MAIN STREET  
WOODSTOWN, NJ 08098  
VENDOR #: WESTJ016

ORDER DATE: 02/12/20  
REQUISITION NO: R0-14813  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF Resolution authorizing the purchase of Block 12702, Lot 1, and Block 12601, Lots 101.03 and 102, in the Township of Monroe, from Elizabeth H. Senor and James R. Senor, consisting of 82 acres, with Open Space Preservation Trust Funds. The total amount will be \$1,200,000.00, of which the county will seek 50% reimbursement through the New Jersey Green Acres Program	T-03-08-509-372-20548 Farmland Preservation	1,200,000.0000	1,200,000.00
			TOTAL	1,200,000.00

<b>CLAIMANT'S CERTIFICATE &amp; DECLARATION</b>		<b>RECEIVER'S CERTIFICATION</b>	<b>APPROVAL TO PURCHASE</b>
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
<b>X</b>	VENDOR SIGN HERE	DATE	TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	DATE
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			QUALIFIED PURCHASING AGENT

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

A Resolution for the Introduction of the Annual Budget of the  
County of Gloucester for the Fiscal Year 2020

Be it Resolved, that the following statements of revenues and appropriations shall constitute the County Budget for the year 2020:

Total of Appropriations.....	\$ 225,333,122.00
Less: Anticipated Revenues.....	\$ 47,333,122.00
Amount to be Raised by Taxation.....	\$ 178,000,000.00

Be it Further Resolved, that said Budget be published in the South Jersey Times in the issue of March 5, 2020.

TAKE ROLL CALL VOTE

After vote announce:

A Hearing on the Budget and Tax Resolution will be held at the County Courthouse on March 18, 2020 at 6:00PM at which time and place objections to said Budget and Tax Resolution for the year 2020 may be presented by taxpayers or other interested persons.

COUNTY OF GLOUCESTER, NEW JERSEY

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

**BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$42,100,191 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$22,507,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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

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

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

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$42,100,191;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$22,507,800; and
- (c) a down payment in the amount of \$816,200 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

**Section 3.** The sum of \$22,507,800, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$816,200, which amount represents the required down payment, together with state and federal grants in the amount of \$18,776,191, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the County in an amount not to exceed \$22,507,800 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$22,507,800 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$8,500,000.

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

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Construction of Allied Health Center at Rowan College of South Jersey, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$3,400,000	\$0	\$0	\$3,400,000	30 years
B.	Construction of Allied Health Center at Rowan College of South Jersey, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	3,600,000	0	0	3,600,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	800,000	40,000	0	760,000	15 years
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	130,000	6,500	0	123,500	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	24,450,903	459,500	15,260,903	8,730,500	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,300,000	5,000	2,200,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,315,288	0	1,315,288	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	2,033,000	101,650	0	1,931,350	5 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	1,773,000	88,650	0	1,684,350	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	1,738,000	86,900	0	1,651,100	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	560,000	28,000	0	532,000	15 years
<b>TOTAL</b>		<b>\$42,100,191</b>	<b>\$816,200</b>	<b>\$18,776,191</b>	<b>\$22,507,800</b>	

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 15.88 years (30.00 years for Section 7A, and 13.36 years for Sections 7B through 7K).

**Section 9.** Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original 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 of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$22,507,800 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

**Section 13.** The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

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

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

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

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

**INTRODUCED** and passed at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**Date of Introduction:**            **February 19, 2020**

**Date of Final Adoption:**        \_\_\_\_\_, 2020

A-1

**RESOLUTION AUTHORIZING A TRI-PARTITE AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER, THE CITY OF WOODBURY AND THE TOWNSHIP OF DEPTFORD FOR SHARED MUNICIPAL COURT SERVICES**

**WHEREAS**, the County of Gloucester (“County”), the City of Woodbury (“City”) and Township of Deptford (“Township”) have entered into discussions regarding the use of a shared court facility and municipal court services; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., any local unit of the State may enter into a contract with any other local unit, or units, for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the City and Township have entered into a Shared Services Agreement relative to the scope of services to be provided by each municipality as to personnel, municipal court judge(s), prosecutor(s), public defender(s), court security personnel, court staffing, financial matters, etc.; and

**WHEREAS**, a Tri-Partite Agreement between the County, City and Township will establish terms regarding the use of a scheduled court room and related services at the County Justice Complex, for municipal court traffic and criminal hearings on a weekly basis; and

**WHEREAS**, the County, the City and the Township recognize that such shared services will not only be cost effective in reducing municipal court budgets, but may result in enhanced services for its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that a Tri-Partite Agreement between the County and the City of Woodbury and Township of Deptford is hereby authorized, and that the Freeholder Director is authorized to execute, and the Clerk of Board to attest to, said Agreement to effectuate the terms contained therein; and

**BE IT FURTHER RESOLVED** that Gloucester County Counsel shall be authorized to negotiate final terms of the Tri-Partite Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution; and

**BE IT FURTHER RESOLVED** that a copy of the Tri-Partite Agreement with Shared Services Agreement annexed thereto shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs as required by N.J.S.A. 40A:65-4(3).

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**TRI-PARTITE AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER,  
THE CITY OF WOODBURY AND THE TOWNSHIP OF DEPTFORD FOR  
SHARED MUNICIPAL COURT SERVICES**

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the **COUNTY OF GLOUCESTER** ("County"), with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096; the **CITY OF WOODBURY** ("City"), 33 Delaware Street, Woodbury, NJ 08096; and, the **TOWNSHIP OF DEPTFORD** ("Deptford"), 1011 Cooper Street, Deptford, NJ 08096, collectively referred to as the parties.

**RECITAL**

**WHEREAS**, the City of Woodbury and the Township of Deptford have the need for use of a court facility in order to conduct weekly municipal court traffic and criminal hearings; and

**WHEREAS**, the County has a court facility available at the County Justice Complex, 70 Hunter Street, Woodbury, NJ, and is willing to enter into a Tripartite Agreement to establish terms and conditions regarding usage for a shared municipal court by the City and Township; and

**WHEREAS**, it would be cost-effective to share services specific to municipal court, and the City and Township have entered into a Shared Services Agreement regarding the scope of services to be provided by each municipality as to personnel, municipal court judge(s), municipal prosecutor, municipal public defender, court security personnel, court staff, financial matters, etc., which Agreement is annexed hereto as Schedule A and incorporated herein.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Duration of Agreement.** This Tripartite Agreement shall be effective for a period of five (5) years from February 1, 2020 to January 31, 2025, contingent upon adoption of a Resolution by the City and the Township, and the execution and delivery of signed Agreements.
  - a. After two (2) years, a review will be conducted by the City and Township as to the progress and effectiveness of sharing of municipal court services. Thereafter, the City and Township shall promptly advise the County of their intent to continue this Tripartite Agreement and Shared Services Agreement for the remaining three (3) years.
  - b. Should the City and Township wish to cancel said the Shared Services Agreement after the two-year review, this Tripartite Agreement shall be terminated immediately.
2. **Compensation.** The City and Township shall pay a use fee to the County in the amount of \$500 per month with a 2% cpi increase per year. The City's share is part of and included in their payment to Deptford for court services.
3. **Use of Court Facility:** The City and Township shall have use of a shared court room at the County Justice Complex to conduct scheduled municipal traffic and criminal hearings. The hearings will be held each Wednesday in Court Room 206, commencing at 9:30 a.m.

a. City and Township police officers and court personnel shall have access to Court Room 206 at 8:00 a.m., and the public shall have access to the Court Room beginning at 8:30 a.m. Should a change in the pre-established weekly schedule be necessary, or additional municipal court hearings be needed, it shall be determined and scheduled by the Court's Municipal Division Manager as to Court Room availability.

b. City/Township Police Officers will have access to the 3<sup>rd</sup> Floor Unit in the Justice Complex to conduct finger printing and to access and utilize DNA Kits.

c. The County will provide a data line for use by appropriate personnel to access NJMVC for Abstract Driver History information as required by State regulations.

4. **Security.** The City and Township shall provide all necessary court room security.

a. Police officers from each respective City/Township Police Department shall be used in the Court Room to ensure the safety of those in attendance during all scheduled municipal court hearings.

b. The County shall provide two (2) Sheriff Officers to be stationed outside the Court Room to assist during municipal court hearings.

c. Security/metal detection screenings will be performed by the County Sheriff's Department prior to entering the Justice Complex in accordance with procedure. This will be conducted at the County's expense.

5. **Insurance.** At all times during the term of this Tripartite Agreement, the City and Township shall each maintain, or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to use of the County court facility as shall determine to be reasonably required. The City and Township shall be obligated to pay for the cost of all such insurance, and each respective insurance policy shall name the City and Township as the primary beneficiary, and the County, as an additional insured. A Certificate of Insurance shall be provided to the Gloucester County Clerk of the Board's Office as verification of insurance coverage.

6. **Indemnification.** The City and Township shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to any person, or from any damage to the property which occurs during the City or Township's respective use of the County court facility.

7. **Responsibility for Maintenance.** The County shall be responsible for day-to-day maintenance of the court facility in consideration of the fee payment referenced in paragraph two (2).

8. **Amendment.** This Tripartite Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

9. **Severability.** In the event that any provision of this Interlocal Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10. **Counterparts.** This Tripartite Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

11. **Entire Agreement.** This Tripartite Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

12. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Tripartite Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

13. **Governing Law.** The terms of this Tripartite Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made, and to be performed entirely within such State, including all matters of enforcement, validity and performance.

**THIS TRIPARTITE AGREEMENT** shall be effective as of the date first written herein 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 County, and the City of Woodbury and Township of Deptford have caused this instrument to be signed by their properly authorized representatives.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CITY OF WOODBURY**

\_\_\_\_\_  
**DANEEN FUSS, CLERK**

\_\_\_\_\_  
**JESSICA FLOYD, MAYOR**

**ATTEST:**

**TOWNSHIP OF DEPTFORD**

\_\_\_\_\_  
**DINA L. ZAWADSKI, CLERK**

\_\_\_\_\_  
**PAUL MEDANY, MAYOR**

A-2

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS**

**WHEREAS**, an emergent condition has arisen with respect to certain programs; and

**WHEREAS**, there is a need to include additional monies in the 2020 Gloucester County temporary budget; and

**WHEREAS**, because no adequate provision has been made in the 2020 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2020, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution, total \$11,185,479.00.

**NOW, THEREFORE, BE IT RESOLVED** (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

State & Federal Grants

a. Personal Assistance Service Program \$57,078.00

2. That said emergency temporary appropriations have been provided for in the 2020 budget under the same titles.

3. That a certified copy of this Resolution shall be filed with the Director of Local Government Services.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, held on February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS  
FROM THE TEMPORARY BUDGET**

**WHEREAS**, after review, it has been determined that certain items must be canceled from the County's temporary budget; and

**WHEREAS**, the Treasurer has recommended the passage of a resolution to formally cancel certain items contained in the Temporary Budget as follows:

Public Works:		
Roads & Bridges		
Other Expenses	\$	8,431.00
Utilities, Expenses and Bulk Purchases:		
Fuel Oil	\$	4,000.00
Unclassified:		
Matching Funds for Grants		
Alcohol & Drug Abuse	\$	90,282.00
Statutory Expenditures:		
Public Employee's Retirement System	\$	50,000.00
County Debt Service:		
Capital Lease Obligations-Interest	\$1,740,244.00	
Justice Complex Loan-Principal	\$	900,000.00

**WHEREAS**, said action has been reviewed and approved by the County Administrator, and the County Treasurer.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the certain items contained in the Temporary Budget as set forth herein above shall be canceled.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-4

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF FEBRUARY 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 February 14, 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 February 14, 2020.

**NOW, THEREFORE, BE IT RESOLVED** that the County’s bill list for the period ending February 14, 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 February 14, 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 February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A-5

**RESOLUTION TO AUTHORIZE THE LEASING OF COPY MACHINES FROM RICOH USA, INC. THROUGH STATE CONTRACT FROM JANUARY 1, 2020 TO JANUARY 11, 2021 IN AN AMOUNT NOT TO EXCEED \$275,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need to lease copy machines, inclusive of maintenance services and supplies, for use by County departments; 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 obtain said equipment, services and supplies from Ricoh USA, Inc. of 640 Freedom Business Drive, #500, King of Prussia, PA 19406 through State Contract #A40467, from January 1, 2020 to January 11, 2021, in an amount not to exceed \$275,000.00; and

**WHEREAS**, the equipment, supplies and services shall be for estimated units and is therefore open-ended, which does not obligate the County to make any purchase or obtain any services 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 leasing of copy machines, inclusive of maintenance services and supplies from Ricoh USA, Inc. is hereby authorized through State Contract #A40467, from January 1, 2020 to January 11, 2021, in an amount not to exceed \$275,000.00; and, that the County's Qualified Purchasing Agent is hereby authorized to execute all documents necessary for the aforementioned purpose on behalf of the County; 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 February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM JANUARY 1, 2020 TO DECEMBER 31, 2021, FOR AN AMOUNT NOT TO EXCEED \$74,500.00 PER YEAR**

**WHEREAS**, the County of Gloucester has determined that there is a need for voting material services for the Gloucester County Office of Elections and the Office of the County Clerk, these services will include, but not be limited to, professional support, services and expertise in providing an electronic laser printing service of the County voter registration lists and a digitized poll book printing service for all said elections in the County; and

**WHEREAS**, the County of Gloucester has recommended that said professional services be provided by County Business Systems, Inc., 1574 Reed Road, Pennington, New Jersey, 08534; and

**WHEREAS**, the contract shall be for estimated units of services, for an amount not to exceed \$74,500.00 per year. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2020 is conditioned upon approval of the 2021 Gloucester County Budget; and

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

**WHEREAS**, 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 for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(l).

**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 County Business Systems, Inc. for Election Services for the Gloucester County Office of Elections and the Office of the County Clerk, from January 1, 2020 to December 31, 2021, for an amount not to exceed \$74,500.00 per year; 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 continuation of this contract beyond December 31, 2020 is conditioned upon the approval of the 2021 Gloucester County Budget.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**ELECTION SERVICES CONTRACT  
BETWEEN  
COUNTY BUSINESS SYSTEMS, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of February, 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 **COUNTY BUSINESS SYSTEMS, INC.**, of 1574 Reed Road, Pennington, New Jersey 08534, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for voting materials for the Gloucester County Office of Elections and the Office of the County Clerk, these services will include, but not be limited to, providing an electronic laser printing service of the County voter registration lists and a digitized poll book printing service for all said elections in the County ; 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**, 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 for Services required to prepare and conduct an Election in accordance with N.J.S.A. 40A:11-5(1); and

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

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do 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, 2021.
2. **COMPENSATION.** Contract shall be for estimated units of service, in an amount not to exceed \$74,500.00 per year, pursuant to the proposal of County Business Systems, Inc., dated February 7, 2020, identified as Attachment A, which is attached and made a part of this Contract. Therefore, it is agree and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make

any purchase whatsoever.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be to provide voting material services, these services will include, but not limited to, printing of digitalized poll books, accept, convert, and merge additional date files and signatures into existing database for each election, as more specifically described in Attachment A, attached hereto and made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

15. **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.

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

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

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

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

24. **CONTRACT PARTS.** This contract shall consist of this document and Contractor's proposal, dated February 7, 2020. If there is a conflict between this Contract and Contractor's proposal, then this Contract shall control.

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of February, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

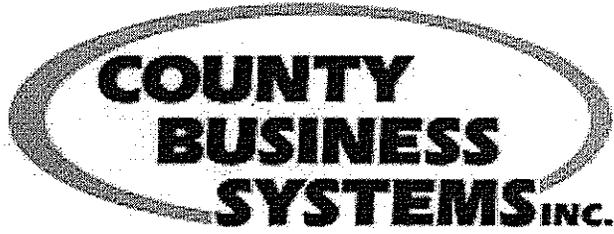
**COUNTY BUSINESS SYSTEMS, INC.**

\_\_\_\_\_

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

\_\_\_\_\_  
**Print Name**

**ATTACHMENT A**



February 7, 2020

Agency: Gloucester County Superintendent of Elections  
Project: Voter Registration Lists / Books Printing Service Budget Quote  
Attn: Stephanie Salvatore, Superintendent

Scope of Project:

Provide Electronic Laser Printing Service for the Gloucester County Voter Registration Lists. Lists are provided for both the Primary and General Elections each year. Please see attached listing for the breakdown of each election. Electronic Files are provided for the General Election.

Budget Quote:

Based upon the prior two year period, the cost is estimated at \$5,900.00 per year.  
Two year period January 1, 2020 thru December 31, 2021 is \$11,800.00



February 7, 2020

Agency: Gloucester County Superintendent of Elections  
Project: Digitized Poll Books Printing Service Budget Quote  
Attn: Stephanie Salvatore, Superintendent

Scope of Project:

Provide Digitized Poll Book Printing Service for the Gloucester County Superintendent of Elections for a Two Year Period. 1/1/20 through 12/31/21.

Budget Quote:

Estimated number of registered voters: 215,000/Countywide

\*Note: 24 Municipalities, 229 Voting Districts

Poll book production provided annually for the Primary and General Elections; Also provisions for additional smaller elections (Special School Elections) have been included. Projections are based on the prior two year period from 1/1/18-12/31/19.

Estimated Total Voters Annually:	510,000
Estimated Total Voters for 2 Yr. Period:	1,020,000
Unit Cost per Voter/Signature:	\$0.056
Total Budget Projection:	\$57,120.00

**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.

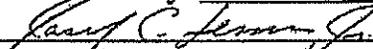
Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded,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

Signed:  Title: VP

Print Name: Joseph C. Lennon, Jr. Date: 2/6/20

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

## PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

As used in sections 2 through 12 of this act:

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

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

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

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

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

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

## 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.



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: County Business Systems Inc.  
Signed: *Joseph C. Lennon Jr.* Title: VP  
Print Name: Joseph C. Lennon, Jr. Date: 2/6/20

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.

**RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE)  
TO CONTRACT WITH JPC GROUP, INC.**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously received public bids for 2018-2019 pipe lining and pipe cleaning at various locations throughout Gloucester County, known as Engineering Project #18-26 Rebid-2 (hereinafter "Project"); and

**WHEREAS**, by Resolution adopted on July 10, 2019, the County awarded a contract for the Project to JPC Group, Inc. for \$648,200.00, and the County Engineer has recommended Change Order #01 to increase the contract by \$98,859.00 due to supplemental items, additional construction signs utilized and decrease in lining quantities, etc. resulting in a new total contract amount of \$747,059.00; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF #19-05755.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01 is hereby authorized to increase the contract with JPC Group, Inc. by \$98,859.00, resulting in a new total contract amount of \$747,059.00 for the Project; and, that the Director of the Board is authorized to execute and the Clerk of the Board to attest to, said Change Order #01 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 February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

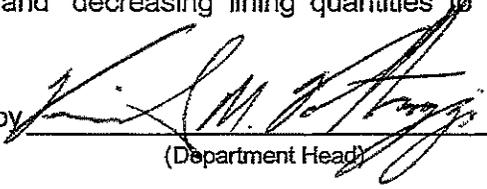
**ATTEST:**

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

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

- 1. Name & Address of Vendor: JPC Group, Inc.  
228 Blackwood Barnesboro Road  
Blackwood, NJ 08012
- 2. Description of Project or Contract: Gloucester County Pipe Lining and Cleaning Project
- 3. Date of Original Contract: 7/10/2019
- 4. P.O. Number: 19-05755
- 5. Amount of Original Contract: \$648,200.00
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$98,859.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$747,059.00

9. Need or Purpose of this Change Order: Addition of Supplemental Items, additional construction signs utilized, and decreasing lining quantities to offset different lining sizes.

This change order requested by  on 2-7-20  
(Department Head) (Date)

Accepted by Tony Carlingo on 1/31/20  
(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 1  
STATE AID PROJECT**

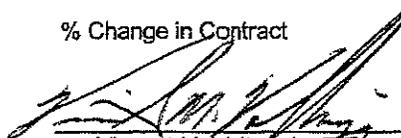
<b>PROJECT</b>	Gloucester County Pipe Lining
<b>MUNICIPALITY</b>	Various
<b>COUNTY</b>	Gloucester
<b>CONTRACTOR</b>	JPC Group Inc.

Change order decreases some various diameter pipe lining items to offset different pipe sizes not included in the bid. The change order also adds additional construction signage, along with some additional work added to the contract. Item S-1 is a non participating state aid item, and items S-4 through S-10 were for a pipe replacement that was not able to be lined.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>	
<b>REDUCTIONS</b>					
2	15" Diameter Lining	600	\$200.00	\$120,000.00	
4	24" Diameter Lining	70	\$300.00	\$21,000.00	
5	27" Diameter Lining	60	\$320.00	\$19,200.00	
7	36" Diameter Lining	40	\$400.00	\$16,000.00	
17	Breakaway Barricades	45	\$40.00	\$1,800.00	
				<b>Total Reductions</b>	<b>\$178,000.00</b>
<b>EXTRAS</b>					
16	Construction Signs	144	\$30.00	\$4,320.00	
				<b>Total Extras</b>	<b>\$4,320.00</b>
<b>SUPPLEMENTALS</b>					
S-1	Clayton Yard Water Main Work	1	\$18,561.00	\$18,561.00	
S-2	21" Diameter Pipe Lining	300	\$280.00	\$84,000.00	
S-3	21"x14" Diameter Lining	400	\$250.00	\$100,000.00	
S-4	30" HDPE	20	\$250.00	\$5,000.00	
S-5	Excavation, Unclassified	89	\$300.00	\$26,700.00	
S-6	Concrete Repairs, Type D	10	\$1,000.00	\$10,000.00	
S-7	Concrete Sidewalk, 4" Thick	23.56	\$175.00	\$4,123.00	
S-8	9"x18" Concrete Vertical Curb	24	\$125.00	\$3,000.00	
S-9	Construction Barrier Curb	100	\$30.00	\$3,000.00	
S-10	Hot Mix Asphalt Pavement Repair	22.22	\$250.00	\$5,555.00	
S-11	24"x16" Diameter Lining	36	\$350.00	\$12,600.00	
				<b>Total Supplementals</b>	<b>\$272,539.00</b>

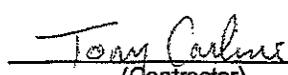
Amount of Original Contract	\$648,200.00	Reduction	\$178,000.00
Amount of Original Contract + Change Order No. 1	\$747,059.00	Extras	\$4,320.00
		Supplemental	\$272,539.00
		<b>Total Change</b>	<b>\$98,859.00</b>

% Change in Contract 15.2513% Increase

  
 Vincent M. Voltaggio, P.E.      2-4-20  
 Gloucester County Engineer      Date

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

Robert M. Damminger      Date  
 Freeholder Director

  
 (Contractor)      1/31/20  
 Date

C-2

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH BACH ASSOCIATES, PC, FEDERICI & AKIN, P.A. CONSULTING ENGINEERS, AND REMINGTON & VERNICK ENGINEERS FROM FEBRUARY 7, 2020 TO FEBRUARY 6, 2021 IN AN AMOUNT NOT TO EXCEED \$150,000.00 EACH**

**WHEREAS**, from time to time the County of Gloucester (hereinafter "County") has a need for County-wide engineering services, construction inspection, environmental services, and/or other unspecified projects (hereinafter "services"), and requested proposals via RFP #20-014 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 et seq; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that (1) Bach Associates, PC of 304 White Horse Pike, Haddon Heights, NJ 08035; (2) Federici & Akin, P.A. Consulting Engineers of 307 Greentree Road, Sewell, NJ 08080; and, (3) Remington & Vernick Engineers of 232 Kings Highway East, Haddonfield, NJ 08033 each made the most advantageous proposals to provide said services; and

**WHEREAS**, these contracts may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, each contract shall be awarded for estimated units of service in an amount not to exceed \$150,000.00 per contractor, from February 7, 2020 to February 6, 2021, which does not obligate the County to make any purchase or obtain any service, 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 contracts are hereby authorized for professional engineering services, per RFP #20-014, to: (1) Bach Associates, PC, (2) Federici & Akin, P.A. Consulting Engineers, and (3) Remington & Vernick Engineers, from February 7, 2020 to February 6, 2021, in an amount not to exceed \$150,000.00 each; and, that the Freeholder Director is authorized to execute and the Clerk of the Board to attest to the contracts; and

**BE IT FURTHER RESOLVED** that before any purchase be made or service rendered pursuant to the within awards, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose, and identifying the line item of 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 Board of Chosen Freeholders of the County of Gloucester held on February 19, 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  
BACH ASSOCIATES, PC**

**THIS CONTRACT** is effective the 19<sup>th</sup> day of **February, 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 **BACH ASSOCIATES, PC**, a New Jersey Corporation with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional services regarding County-wide engineering services, construction inspection, and environmental services and/or other unspecified projects (hereinafter "**Services**"), as per **RFP #20-014**; 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 Contract; and

**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 for a one-year period from February 7, 2020 to February 6, 2021.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$150,000.00 for the Contract term, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor's proposal dated January 15, 2020 and fee schedule submitted in response to the County's Request for Proposal, **RFP #20-014**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for County-wide engineering services, construction inspection, environmental services and/or other unspecified projects, as set forth in **RFP #20-014**, and Contractor's Proposal dated January 15, 2020, which is incorporated by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in **RFP #20-014**.

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

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

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

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

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

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

**5. LICENSING.** If the Contractor, or any of its subcontractors, 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. TERMINATION.** This Contract may be terminated as follows:

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

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

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

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

E. Notwithstanding the above, the Contractor, 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. **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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP #20-014** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP #20-014**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 7<sup>th</sup> day of **February, 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 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**

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

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

**ATTEST:**

**BACH ASSOCIATES, PC**

\_\_\_\_\_  
**By: STEVEN M. BACH**  
**Title: President**

**A. Cover Letter**

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January 15, 2020

County of Gloucester  
Purchasing Department  
Two South Broad Street  
Woodbury, New Jersey 08096

Attn: Ms. Kimberly Larter, QPA

Re: Request for Proposal for Engineering, Construction Inspection and Environmental Services and / or Other Unspecified Projects (RFP # 20-014)

Dear Ms. Larter:

On behalf of the entire Bach Associates staff, I am pleased to enclose one (1) original and five (5) signed copies of our Request for Proposal for Engineering, Construction Inspection and Environmental Services and / or Other Unspecified Projects for the County of Gloucester.

Bach Associates has reviewed and fully understands the County of Gloucester's Request for Proposal for Engineering, Construction Inspection and Environmental Services and / or Other Unspecified Projects.

Bach Associates provides dedicated and personal service while always maintaining focus on achieving cost effective solutions.

We welcome the opportunity to continue our service to the County of Gloucester and believe that Bach Associates' in-house integration of engineers, planners, architects, surveyors, environmental scientists and inspectors provides for the depth of professional experience needed by the County of Gloucester in achieving project goals in a professional, timely, and cost-effective manner.

We thank you for your consideration of Bach Associates. If there are any questions, comments, or if any additional information is required, please contact the undersigned at (856) 546-8611.

Very truly yours,  
BACH ASSOCIATES, PC



Steven M. Bach, PE, RA, PP, CME  
President



**BACH ASSOCIATES** proposes to provide professional services in accordance with the following rate schedule and invoicing procedures:

**2020 RATE SCHEDULE**

**BY PERSONNEL CLASSIFICATION**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$ 148.00
DEPARTMENT HEAD	\$ 145.00
SENIOR PROJECT MANAGER	\$ 140.00
PROJECT MANAGER	\$ 130.00
SENIOR ENGINEER / ARCHITECT/PLANNER	\$ 125.00
ENGINEER/ARCHITECT/PLANNER	\$ 120.00
SENIOR CONSTRUCTION OBSERVER	\$ 110.00
CONSTRUCTION OBSERVER	\$ 100.00
SENIOR TECHNICIAN	\$ 100.00
TECHNICIAN	\$ 95.00
SURVEY PARTY CHIEF	\$ 100.00
SURVEY TECHNICIAN	\$ 90.00
TECHNICAL TYPIST	\$ 65.00
SECRETARY / CLERK	\$ 45.00

Charges for professional services rendered will be calculated on the total hours expended in each classification. Personnel classifications can be obtained upon request to the Administrative Manager. All time expended is considered on a portal basis. Overtime authorized by the client will be charged at 1.5 multiple of the standard rate.

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
FEDERICI & AKIN, P.A. CONSULTING ENGINEERS**

**THIS CONTRACT** is effective the 19<sup>th</sup> day of **February, 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. CONSULTING ENGINEERS**, a New Jersey Corporation with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional services regarding County-wide engineering services, construction inspection, and environmental services and/or other unspecified projects (hereinafter "**Services**"), as per **RFP #20-014**; 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 Contract; and

**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 for a one-year period from February 7, 2020 to February 6, 2021.

**2. COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$150,000.00 for the Contract term, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor's proposal dated January 15, 2020 and fee schedule submitted in response to the County's Request for Proposal, **RFP #20-014**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for County-wide engineering services, construction inspection, environmental services and/or other unspecified projects, as set forth in **RFP #20-014**, and Contractor's Proposal dated January 15, 2020, which is incorporated by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in **RFP #20-014**.

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

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

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

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

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

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

**5. LICENSING.** If the Contractor, or any of its subcontractors, 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. TERMINATION.** This Contract may be terminated as follows:

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

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

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

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

E. Notwithstanding the above, the Contractor, 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. **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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP #20-014** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP #20-014**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 7<sup>th</sup> day of **February, 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 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**

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

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

**ATTEST:**

**FEDERICI & AKIN, P.A. CONSULTING  
ENGINEERS**

\_\_\_\_\_  
**By: JOSEPH P. FEDERICI, JR., P.E., P.P.**  
**Title: President**



# Qualifications Statement

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## Qualifications for Professional Services

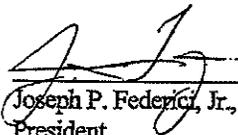
County of Gloucester

RFP # 20-014

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## **ENGINEERING, CONSTRUCTION INSPECTION, & ENVIRONMENTAL SERVICES AND/OR OTHER UNSPECIFIED PROJECTS**

Prepared By:

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

Office Location:

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

January 15, 2020



YEAR 2020

FEE SCHEDULE

Job Classification	Hourly Fee Schedule
Professional Engineer	\$155.00
Principal, Professional Engineer	\$190.00
Principal, Professional Land Surveyor & Professional Planner	\$180.00
Senior Project Manager	\$170.00
Project Manager	\$150.00
Design Engineer	\$125.00
Designer	\$120.00
Environmental Scientist	\$150.00
Professional Planner	\$155.00
Review Technician	\$111.00
Senior Draftsman	\$104.00
Draftsman	\$100.00
Technician	\$93.00
Professional Land Surveyor	\$155.00
3 Man Field Crew	\$225.00
2 Man Field Crew	\$175.00
1 Man Field Crew	\$125.00
Party Chief	\$100.00
Surveyor	\$81.00
Inspection Coordinator	\$120.00
Senior Inspector	\$115.00
Inspector	\$104.00
Technical Writer	\$81.00
Clerical	\$71.00
Expert Testimony (Court Appearance)	\$380.00

In the event that outside consultants are to be contracted by Federici & Akin, P.A., at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours or are not during normal working hours of 7:30 am to 5:00 pm Monday through Friday, will be charged overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours.

- Print Cost: Black Line Prints - \$0.55/S.F.
- Sepias - \$0.80/S.F.
- Mylar - \$6.00/S.F.
- Xerox Copies - \$0.25 per copy
- Mileage: - \$0.50 Mile
- Tolls: - REIMBURSABLE

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**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
REMINGTON & VERNICK ENGINEERS**

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**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional services regarding County-wide engineering services, construction inspection, and environmental services and/or other unspecified projects (hereinafter "**Services**"), as per **RFP #20-014**; 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 Contract; and

**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 for a one-year period from February 7, 2020 to February 6, 2021.

**2. COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$150,000.00 for the Contract term, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor's proposal dated January 14, 2020 and fee schedule submitted in response to the County's Request for Proposal, **RFP #20-014**.

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

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

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Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in **RFP #20-014**.

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

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

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

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

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

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

**5. LICENSING.** If the Contractor, or any of its subcontractors, 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. TERMINATION.** This Contract may be terminated as follows:

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

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

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

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

E. Notwithstanding the above, the Contractor, 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. **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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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. CONTRACT PARTS.** This Contract consists of this Contract document, **RFP #20-014** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP #20-014**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 7<sup>th</sup> day of **February, 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 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**

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

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

**ATTEST:**

**REMINGTON & VERNICK ENGINEERS**

\_\_\_\_\_  
**By: LEONARD A. FAIOLA, PE, PP, CME**  
**Title: Executive Vice President**

LAW OFFICES  
**MADDEN & MADDEN**

A PROFESSIONAL CORPORATION  
108 KINGS HIGHWAY EAST, SUITE 200  
P.O. BOX 210

HADDONFIELD, NEW JERSEY 08033-0389  
TELEPHONE 856-428-9520 | FACSIMILE 856-428-7335  
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JAMES J. MADDEN  
OF COUNSEL

MICHAEL P. MADDEN ■  
PATRICK J. MADDEN †  
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MATTHEW P. MADDEN  
MICHAEL V. MADDEN\*  
TIMOTHY R. BIEG\*  
REGINA M. PHILIPPS\*  
MARK W. STRASLE\*

February 7, 2020

■ RULE 1:40 QUALIFIED MEDIATOR  
† CERTIFIED BY THE SUPREME COURT  
OF NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
\* MEMBER OF NJ AND PA BAR

Via Email

Lars S. Hyberg, Esquire  
Hyberg White & Mann, PC  
2111 New Road, Suite 105  
Northfield, NJ 08225-1512

RE: Emily Adams, a minor, by her guardian and father Jack Adams v.  
Gloucester County, et al.  
GLO-L-1524-17

Dear Mr. Hyberg:

Attached please find a copy of the documents regarding the settlement of the above referenced matter. Said documents include the Settlement Agreement and Release, the Qualified Assignment, Release and Pledge Agreement, Annuity Contract and Evidence of Guarantee, which was issued by Metropolitan Tower Life Insurance Company. Also attached is Creative Capital's CORA (Certificate of Reliability and Assurances) Affidavit.

Please do not hesitate to contact me if you have any additional questions or concerns with respect to this matter.

Thank you very much.

Very truly yours,

MADDEN & MADDEN, P.A.

Michael V. Madden

MVM:da

Attachment

cc: Yvonne Frey (Claim No. 3530001495) – via email  
County Counsel - via email  
Doug Long, Esquire – via email



**REMINGTON  
& VERNICK  
ENGINEERS**

RVE HQ:  
232 Kings Highway East  
Haddonfield, NJ 08033  
O: (856) 795-9595  
F: (856) 795-1882

January 14, 2020

County of Gloucester  
Purchasing Department  
Two S. Broad Street  
Woodbury, NJ 08096

Attn: Kimberly Larter, Qualified Purchasing Agent

Subj: Professional Services Proposal for RFP #20-014 – Engineering, Construction Inspection & Environmental Services And/or Other Unspecified Projects

Dear Ms. Larter:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to submit this proposal to provide professional engineering, construction inspection and environmental engineering services for the County of Gloucester. This proposal has been prepared in accordance with the specifications set forth in Gloucester County's Request for Proposals (RFP).

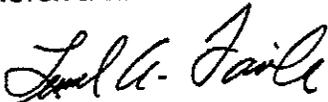
RVE is a full-service consulting firm with extensive on-call experience and the versatility and proximity to provide Gloucester County with the services requested. RVE understands the importance of executing task-based assignments to the expectations of the County's time, cost, schedule and quality goals while creating minimal impact to users of your facilities.

RVE has a successful working relationship with the County and we have assembled a skilled team of professionals who will be dedicated to this contract. The proposed staff knows your personnel, policies and our knowledge and understanding will provide efficiency from the start. RVE understands the intricacies of executing assignments as an on-call pool provider. We continue to serve counties and agencies on similar assignments throughout the state. Our Team has comprehensive, hands-on experience providing the services listed in the County's RFP.

Edward Vernick, PE, CME, will serve as our Principal-In-Charge. Mr. Vernick has more than five decades of engineering experience, including significant local knowledge gained from serving as Principal in Charge for a variety of projects in the County. He will be joined by Justin DiBiase, PE, PTOE, serving as the Project Manager for this contract. Mr. DiBiase has more than 10 years of engineering experience and has been involved with several successful county-level projects. Frank J. Seney, PE, PP, CME, will serve as the QA/QC Manager of this project. Together, they will ensure that RVE's assigned staff have the experience and capability to react to the County's needs. RVE will augment our project staff if needed to ensure the County's goals and objectives are satisfied.

RVE offers extensive experience executing similar anticipated projects, a strong Project Manager leading a versatile project staff and a local office with the ability to tap the resources of our full-service firm. Should you need additional information, please contact our Principal in Charge, Edward Vernick, PE, CME who is authorized to negotiate on our behalf. He can be reached by phone at 856-795-9595 or via email at Ed.Vernick@rve.com. We certify our firm will be ready to start work immediately upon written notice to proceed. Thank you for considering RVE for this most-important contract.

Sincerely,  
REMINGTON & VERNICK ENGINEERS

By   
Leonard Faiola, PE, PP, CME  
Executive Vice President

RVE.com

**Remington & Vernick Engineers  
Gloucester County  
Engineering, Construction Inspection & Environmental Services and/or  
Other Unspecified Projects  
Rate Schedule\***

<b>Employee Title</b>	<b>Direct Labor Rate/Hour</b>
Engineering Department Head	\$90.00
Project Manager/Engineer	\$65.00
Project Engineer	\$48.00
Senior Engineer Technician	\$40.00
Engineering Technician	\$30.00
Senior CADD/GIS Technician	\$38.00
CADD/GIS Technician	\$28.00
Technical Aide	\$26.00
Survey/ CADD Department Head	\$70.00
Survey Manager	\$55.00
Party Chief	\$44.00
Transit Person	\$30.00
Resident Inspector	\$65.00
Observer (NICET IV)	\$45.00
Observer (NICET III)	\$40.00
Observer (NICET II)	\$35.00
Observer (NICET I)	\$30.00

\* Rates are based on a 2.538 Multiplier (130.76 % Overhead & 10% Profit) for Office 2.31 Multiplier (110.49 % Overhead & 10 % Profit) for Field. Direct Labor Rates are the average 2020 rate per employee classification. Rates include all expenses except those listed below under Direct Expense.

**Direct Expenses**

- Permit Application Fees

**RESOLUTION AUTHORIZING PURCHASE CONTRACTS WITH CATERINA SUPPLY, INC. AND CORE & MAIN, L.P. FROM JANUARY 20, 2020 TO JANUARY 29, 2022 IN AN AMOUNT NOT TO EXCEED \$100,000.00 EACH PER YEAR**

**WHEREAS**, the County of Gloucester has a need to purchase various kinds of piping for use by the County Public Works Department as per PD-020-002, and bids were publicly received and opened on January 14, 2020; and

**WHEREAS**, after following proper bid opening and evaluation procedure, it was determined that Caterina Supply, Inc. of 1271 Glassboro Road, Williamstown, NJ 08094; and, Core & Main, L.P. of 228 Williamstown Road, Berlin, NJ 08009, were the lowest responsive and responsible bidders, in an amount not to exceed \$100,000.00 each per year; and

**WHEREAS**, the contracts shall be awarded for a two-year period from January 1, 2020 to January 19, 2022, with the County having the option to extend each contract for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, said purchases will be on an as-needed basis which does not obligate the County to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2020 and December 31, 2021 is conditioned upon approval of the 2021 and 2022 Gloucester County budgets.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that purchase contracts are hereby authorized with Caterina Supply, Inc. and Core & Main, L.P., for various kinds of piping as per PD-020-002, in an amount not to exceed \$100,000.00 each per year, from January 20, 2020 to January 29, 2022, with an option to extend the contract for one (1) two-year period or two (2) one-year periods; and

**BE IT FURTHER RESOLVED** that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, said contracts with Caterina Supply, Inc. and Core & Main, L.P. for the purposes set forth hereinabove; and

**BE IT FURTHER RESOLVED** that prior to any purchase made and/or service rendered 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 February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**PURCHASE CONTRACT**  
Between  
**COUNTY OF GLOUCESTER**  
AND  
**CATERINA SUPPLY, INC.**

**THIS PURCHASE CONTRACT** is made effective the 19<sup>th</sup> day of **February, 2020** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **CATERINA SUPPLY, INC.** with an address of 1271 Glassboro Road, Williamstown, NJ 08094, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County seeks the supply and delivery of various kinds of piping for use by the Department of Public Works, as per the specifications set forth in **PD-020-002**; and

**WHEREAS**, bid responses were publicly received and opened by the County on January 14, 2020 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective from January 20, 2020 to January 19, 2022, with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.

2. **COMPENSATION**. Vendor shall be compensated in a total amount not to exceed \$100,000.00 per year.

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

3. **DUTIES OF VENDOR**. The duties of Vendor shall be the supply and delivery of the various piping products as set forth in Vendor's bid response to specifications identified as **PD-020-002**, which is incorporated and made a part hereof by reference. Should there occur a

conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

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

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

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

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

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

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

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

this Contract.

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor where applicable, shall be responsible for, shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this contract document, the specifications identified as **PD-020-002**, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective this **19<sup>th</sup>** day of **February, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**LAURIE J. BURNS, CLERK**

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

**ATTEST:**

**CATERINA SUPPLY, INC.**

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

**PURCHASE CONTRACT**  
**Between**  
**COUNTY OF GLOUCESTER**  
**AND**  
**CORE & MAIN, L.P.**

**THIS PURCHASE CONTRACT** is made effective the 19<sup>th</sup> day of **February, 2020** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **CORE & MAIN, L.P.** with an address of 228 Williamstown Road, Berlin, NJ 08009, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County seeks the supply and delivery of various kinds of piping for use by the Department of Public Works, as per the specifications set forth in **PD-020-002**; and

**WHEREAS**, bid responses were publicly received and opened by the County on January 14, 2020 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective from January 20, 2020 to January 19, 2022, with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.

2. **COMPENSATION.** Vendor shall be compensated in a total amount not to exceed \$100,000.00 per year.

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

3. **DUTIES OF VENDOR.** The duties of Vendor shall be the supply and delivery of the various piping products as set forth in Vendor's bid response to specifications identified as **PD-020-002**, which is incorporated and made a part hereof by reference. Should there occur a

conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

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

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

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

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

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

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

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

this Contract.

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor where applicable, shall be responsible for, shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this contract document, the specifications identified as **PD-020-002**, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective this 19<sup>th</sup> day of **February, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**LAURIE J. BURNS, CLERK**

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

**ATTEST:**

**CORE & MAIN, L.P.**

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

PD-20-002		Bid Opening: 1/14/2020 at 10:00 a.m.													
SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF VARIOUS KINDS OF PIPING FOR USE BY THE COUNTY PUBLIC WORKS DEPARTMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16 GLCP		VENDOR:		Caterina Supply Inc.		Gauge 12		Gauge 14		Gauge 16		Gauge 14		Gauge 16	
DESCRIPTION (Pricing based on per foot cost)		VENDOR:		Caterina Supply Inc.		Gauge 12		Gauge 14		Gauge 16		Gauge 14		Gauge 16	
1	Corrugated Metal Pipe	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$14.79	\$17.19	\$12.39	\$14.49
2	12"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$17.89	\$20.29	\$17.49	\$19.59
3	15"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$23.49	\$26.29	\$21.59	\$26.79
4	18"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$27.29	\$32.29	\$26.29	\$31.89
5	21"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$29.89	\$38.49	\$32.29	\$38.39
6	24"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$38.49	\$47.79	\$38.39	\$47.79
7	30"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$47.79	\$55.28	\$47.79	\$55.28
8	36"	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$55.28	\$7.50	\$55.28	\$7.50
9	High Density Polyethylene (HDPE) Solid	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50
10	12"	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50
11	15"	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90
12	18"	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86
13	24"	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40
14	30"	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46
15	36"	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28
16	High Density Polyethylene (HDPE) Perforated	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50
17	12"	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50
18	15"	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90
19	18"	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86
20	24"	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40
21	30"	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46
22	36"	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28	\$7.50	\$9.90	\$16.86	\$23.40	\$29.46	\$5.28
23	(COUPLING PRICING ON ALL HDPE)														
24	Concrete Pipe with/plug and rubber seal	Class 3	Class 4	Class 5	Class 3	Class 4	Class 5	Class 3	Class 4	Class 5	Class 3	Class 4	Class 5	Class 3	Class 4
25	12"	No Bid	\$13.70	\$14.35	No Bid	\$13.70	\$14.35	No Bid	\$13.70	\$14.35	No Bid	\$13.70	\$14.35	No Bid	\$13.70
26	15"	No Bid	\$14.40	\$16.70	No Bid	\$14.40	\$16.70	No Bid	\$14.40	\$16.70	No Bid	\$14.40	\$16.70	No Bid	\$14.40
27	18"	No Bid	\$16.70	\$18.40	No Bid	\$16.70	\$18.40	No Bid	\$16.70	\$18.40	No Bid	\$16.70	\$18.40	No Bid	\$16.70
28	21"	No Bid	\$17.55	\$20.70	No Bid	\$17.55	\$20.70	No Bid	\$17.55	\$20.70	No Bid	\$17.55	\$20.70	No Bid	\$17.55
29	24"	No Bid	\$21.20	\$29.30	No Bid	\$21.20	\$29.30	No Bid	\$21.20	\$29.30	No Bid	\$21.20	\$29.30	No Bid	\$21.20
30	30"	No Bid	\$32.20	\$38.05	No Bid	\$32.20	\$38.05	No Bid	\$32.20	\$38.05	No Bid	\$32.20	\$38.05	No Bid	\$32.20
31	36"	No Bid	\$46.05	\$55.30	No Bid	\$46.05	\$55.30	No Bid	\$46.05	\$55.30	No Bid	\$46.05	\$55.30	No Bid	\$46.05
32	Variations: (if any)	1. Concrete pipe 8' per length; 2. HDPE Pipe 20' Length													
33	Will you extend your prices to local government entities within the County	YES													
34	Delivery	1 to 2 Weeks													
35		NONE													
36		NO													
37		1 to 2 Weeks													

	<p><i>This contract is for a two year period from date of award with the option to extend for one two year term or two one year terms.</i></p>								
	<p><i>Bid specifications sent to:</i></p>	<p>The Blue Book Prime Vendor Onvia</p>	<p>Go Atlantic Bidnet Construct Connect</p>	<p>Water Works Supply Remington &amp; Vernick</p>	<p>Bridgestate Foundry</p>				
	<p><i>Based upon the bids received, I recommend Caterina Supply for item 20 (Class 4 and 5) and items 21 through 26 (Class 3, Class 4 and Class 5) and Core &amp; Main for items 1 through 7 (All Gauges) and 8 through 19 be awarded a contract as the lowest responsive responsible bidder.</i></p>								
			<p>Sincerely,</p>						
			<p>Kimberly Larter, Qualified Purchasing Agent</p>						

C-4

**RESOLUTION INCREASING THE CONTRACT WITH PENNONI ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$112,638.00**

**WHEREAS**, by Resolution adopted July 25, 2018, the County of Gloucester awarded a contract to Pennoni Associates, Inc., in an amount not to exceed \$30,000.00 for professional engineering services as per RFP-18-027; and

**WHEREAS**, the contract was amended on February 20, 2019 and increased the contract in an amount not to exceed \$34,190.50, for a total contract amount not to exceed \$64,190.50; and, thereafter, a second amendment was authorized on April 17, 2019 due to unforeseen required design services, resulting in an increase to the contract in an amount not to exceed \$23,447.50, for a total contract amount not to exceed \$87,638.00; and

**WHEREAS**, the County Engineer has recommended a third and final amendment to the contract for additional required services, thus increasing the contract in an amount not to exceed \$25,000.00, for a new total contract amount not to exceed \$112,638.00; and

**WHEREAS**, the was contract awarded 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 and prior amendments shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, an amendment to the contract with Pennoni Associates, Inc., for additional required services and increasing the contract in an amount not to exceed \$25,000.00, for a new total contract amount not to exceed \$112,638.00; and

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

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 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  
PENNONI ASSOCIATES, INC.**

**THIS** is an amendment to a Contract which was entered into on the **25<sup>th</sup>** day of **July**, **2018**, by and between the **COUNTY OF GLOUCESTER**, hereinafter referred to as "**County**", and **PENNONI ASSOCIATES, INC.** of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

**WHEREAS**, the Contract was amended on February 20, 2019 due to unforeseen additional services for engineering design as per RFP-18-027, which increased the Contract by \$34,190.54, for a total contract amount of \$64,190.50; and, a second amendment was authorized on April 17, 2019 for additional services in conjunction with the FEMA Grant project, which increased the contract in an amount not to exceed \$23,447.50, for a total contract amount not to exceed \$87,638.00.

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

**This third amendment to the Contract will increase the contract in an amount not to exceed \$25,000.00, for a new total contract amount not to exceed \$112,638.00.**

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

**THIS AMENDMENT** is effective as of the **19<sup>th</sup>** day of **February, 2020**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**PENNONI ASSOCIATES, INC.**

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

C-5

**RESOLUTION AUTHORIZING A CONTRACT WITH JOSEPH PORRETTA BUILDERS, INC. FOR CONSTRUCTION OF A POLE BARN AT THE CLAYTON COMPLEX FOR \$899,000.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need for construction of a new pole barn at the Clayton Complex (hereinafter "Project"), and advertised for the receipt of public bids as per engineering specifications #18-27; and

**WHEREAS**, bids were publicly received and opened on February 5, 2020, and after following proper bid opening and evaluation procedure, it was determined that Joseph Porretta Builders, Inc. of 551 Anderson Avenue, Hammonton, NJ 08037, was the lowest responsive and responsible bidder to complete the Project for \$899,000.00; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to Joseph Porretta Builders, Inc. from February 19, 2020 to completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

**WHEREAS**, the Treasurer of the County has certified the availability of funds pursuant to CAF #20-01160, which amount shall be charged against budget line item C-04-19-018-310-18289; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a contract with Joseph Porretta Builders, Inc. for construction of a new pole barn at the Clayton Complex per specifications #18-27 promulgated by the County, for \$899,000.00, commencing February 19, 2020 to completion of the Project, pursuant to N.J.S.A. 40A:11-15.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 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  
JOSEPH PORRETTA BUILDERS**

**THIS CONTRACT** is made effective this 19<sup>th</sup> day of **February, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOSEPH PORRETTA BUILDERS** with offices at of 551 Anderson Avenue, Hammonton, NJ 08037, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract construction of the Clayton Complex Pole Barn, known as Engineering Project #18-27 (hereinafter the "Project"); and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall commence on February 19, 2020 and conclude upon completion of the Project pursuant to N.J.S.A. 40A:11-15(9).
2. **COMPENSATION**. Contractor shall be compensated in the amount of \$899,000.00 for all labor and materials required for the Project as per the Specifications issued by the County identified as #18-27 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor are in regard to the Construction of a pole barn at the County's Clayton Complex, known as Engineering Project #18-27, and Contractor's bid response, which are both incorporated herein in their entirety, and made a part hereof by reference.

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

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

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

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

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

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

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

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

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

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

of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is

applicable. Those provisions are set forth below. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

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

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

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

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. **Procedure to Request Mediation.** Either party may demand mediation by

written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

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

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

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

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

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

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

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

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

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order

changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract and the annexed Riders ("Differing Site Conditions" and "Purchase or Use of Asphalt"), the Specifications, and Contractor's bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and Rider and the Specifications, then this Contract and Rider shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and Rider, and the Specifications shall prevail.

**THIS CONTRACT is effective as of this 19<sup>th</sup> day of February, 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 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:**

**JOSEPH PORRETTA BUILDERS**

\_\_\_\_\_  
**By: JOSEPH PORRETTA** (print name)  
**Title: PRESIDENT**

**RIDER**

**DIFFERING SITE CONDITIONS**

**A. Differing Site Conditions.**

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

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

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

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

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

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

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

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

**B. Suspension of Work Provisions.**

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

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

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

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

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

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

**C. Change in Character of Work Provisions.**

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

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

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

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

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

**D. Change in Quantity Provisions.**

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

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

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

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

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

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

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

**RIDER**

**PURCHASE OR USE OF ASPHALT**

Pursuant to N.J.S.A. 40A:11-13 of the Local Public Contracts Law as amended in 2015:

- This contract shall acknowledge an asphalt price adjustment in the event of changes in the cost of asphalt cement for any bid specification that includes the purchase or use of 1,000 or more tons of hot mix asphalt<sup>1</sup>. The asphalt price adjustment is to be calculated based on the asphalt price index published by the New Jersey Department of Transportation (NJDOT) for the month preceding the month in which the bids are opened (the "basic asphalt price index"). The price adjustment pay item be applied to each ton of hot mix asphalt purchased and used, not just the tonnage exceeding the 1,000 ton threshold.
  - a. When a bid specification includes the purchase or use of less than 1,000 tons of hot mix asphalt, the bid spec must include a pay item for an asphalt price adjustment applicable to any quantity of hot mix asphalt over 1,000 tons in the event that the performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.
  - b. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a display of both the current month's asphalt price index and the basic asphalt price index.
- Pursuant to the bid specifications a "fuel price adjustment" shall apply to eligible pay items. Pay items shall not be eligible for a fuel price adjustment that are either:
  - a. Not determined by NJDOT to be eligible; or
  - b. Eligible, but call for less than 500 gallons of fuel. Items eligible for a fuel price adjustment are set forth under Contract Requirements (Section 160.03.01) for NJDOT's Standard Specifications for Road and Bridge Construction. Fuel price adjustments shall not be made in those months for which the NJDOT's monthly fuel price index has changes by less than five percent (5%) from the basic fuel price.

<sup>1</sup> "hot mix asphalt" shall include equivalent asphalt cement-based products (e.g. warm mix asphalt)

Office of the County Engineer  
County of Gloucester

Construction of Clayton Pole Barn

Engineering Project #18-27  
Bid Date: Wednesday, February 5, 2020 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 18-27

Description	Amount	bidder 1 of 6	bidder 2 of 6	bidder 3 of 6	bidder 4 of 6	bidder 5 of 6	bidder 6 of 6
Base Bid	\$ 939,000.00	Joseph Porreia Builders 551 Anderson Ave. Hammonton, NJ 08037 P: 609-561-6391 F: 609-567-9398 joe.porreiabuilders@comcast.net	Dutchman Contracting LLC 278 N. Ridge Rd. Reinholds, PA 17569 P: 717-575-9350 amy.dutchmancontracting@gmail.com	Straga Brothers, Inc. 322 E. High St. PO Box 216 Glasboro, NJ 08028 P: 856-881-7960 F: 856-881-3853 dennis@stragabrothers.net	Fred M. Schiavone Construction, Inc. 2057 Truckhoe Rd. Franklinville, NJ 08322 P: 856-697-4558 F: 856-697-9612 Roberta M. Schiavone, Sec. & Treas. rblk@fmschiavone.com	Levy Construction Co., Inc. 134 Gutthert Blvd. Audubon, NJ 08106 P: 856-547-0707 F: 856-547-2424 simon@levyconstruction.com	JPC Group, Inc. 228 Blackwood Barnsboro Rd. Blackwood, NJ 08012 P: 856-232-0400 F: 856-232-1243 jonepritz@jpcgroupinc.com
Less Alternate 1	\$ (53,000.00)						
Less Alternate 2	\$ (140,000.00)						
Less Alternate 3	\$ (75,000.00)						
Less Alternate 4	\$ (42,000.00)						
Less Alternate 5	\$ (25,000.00)						
Less Alternate 6	\$ (40,000.00)						
			Amount	Amount	Amount	Amount	Amount
			\$ 1,046,440.00	\$ 1,072,000.00	\$ 1,132,600.00	\$ 1,133,300.00	\$ 1,688,000.00
			\$ (66,950.00)	\$ (32,939.00)	\$ (46,750.00)	\$ (65,000.00)	\$ (25,000.00)
			\$ (124,875.00)	\$ (225,200.00)	\$ (139,500.00)	\$ (148,500.00)	\$ (170,000.00)
			\$ (117,125.00)	\$ (72,050.00)	\$ (85,000.00)	\$ (78,400.00)	\$ (75,000.00)
			\$ (98,637.00)	\$ (52,900.00)	\$ (43,000.00)	\$ (50,400.00)	\$ (55,000.00)
			\$ (65,000.00)	\$ (38,000.00)	\$ (38,000.00)	\$ (41,000.00)	\$ (17,000.00)
			\$ (21,140.00)	\$ (24,611.00)	\$ (46,000.00)	\$ (24,000.00)	\$ (15,000.00)

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

*[Signature]* 2-7-20

**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.** 20-01160

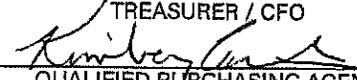
ORDER DATE: 02/07/20  
 REQUISITION NO: R0-14646  
 DELIVERY DATE:  
 STATE CONTRACT: ENG 18-27  
 ACCOUNT NUM:

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

**VENDOR**  
 VENDOR #: JOSEP280  
 JOSEPH PORRETTA BUILDERS, INC  
 551 ANDERSON AVE  
 JOSEPH PORRETTA  
 HAMMONTON, NJ 08037

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	18-27 CONSTRUCTION CONTRACT CLAYTON POLE BARN	C-04-19-018-310-18289 Clayton Complex Pole Barn	646,750.0000	646,750.00
1.00	ENGINEERING PROJECT #: 18-27 PASSED BY RESOLUTION: FEBRUARY 19, 2020  ** TO BE TAKEN IN PARTIALS **	C-04-18-018-310-18289 Clayton Complex Pole Barn	252,250.0000	252,250.00
			TOTAL	899,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.  <b>X</b> VENDOR SIGN HERE _____ DATE _____  TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.    DEPARTMENT HEAD _____ DATE _____	<b>DO NOT ACCEPT THIS ORDER                      UNLESS IT IS SIGNED BELOW</b>   TREASURER / CFO  QUALIFIED PURCHASING AGENT

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

C-6

**RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR  
EMPLOYMENT AND TRAINING SERVICES, FROM JULY 1, 2019 TO JUNE 30, 2020  
FOR \$3,526,125.00**

**WHEREAS**, the County of Gloucester, a designated workforce area and grant recipient pursuant of the Workforce Innovation and Opportunity Act (WIOA) of 2014, assigns the Department of Economic Development as the One-Stop Operator to deliver employment and training services to qualified residents; and

**WHEREAS**, the following applicable funds have been appropriated for the grant period from July 1, 2019 to June 30, 2020:

<b>WIOA Adult</b>	<b>\$</b>	<b>614,122.00</b>
<b>WIOA Youth</b>	<b>\$</b>	<b>595,946.00</b>
<b>WIOA Dislocated Worker</b>	<b>\$</b>	<b>636,493.00</b>
<b>Work First NJ</b>	<b>\$</b>	<b>1,545,459.00</b>
<b>Needs Based Work Supports</b>	<b>\$</b>	<b>80,500.00</b>
<b>SmartSteps</b>	<b>\$</b>	<b>1,605.00</b>
<b>Workforce Learning Link</b>	<b>\$</b>	<b><u>52,000.00</u></b>
<b>Total</b>	<b>\$</b>	<b>3,526,125.00</b>

**WHEREAS**, the grant amount totaling \$3,526,125.00 represents state and federal funds for PY19 (SFY20) to be utilized by Gloucester County to deliver services to County residents in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

**WHEREAS**, the County's Department of Economic Development will monitor all program conditions required for continued state and federal financial assistance and compliance.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to the Contract and any other required documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development regarding funding for employment and training services for the contract period from July 1, 2019 to June 30, 2020.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**New Jersey Department of Labor and Workforce Development  
Workforce Development Area Contract**

WDB: Gloucester PY 2019 Funds Plan No.: ET-08-PY19  
 DUNS No.: 957362247 Mod No.: \_\_\_\_\_

**A. Grant Recipient:** (Name and Address)  
 County of Gloucester  
 County Building Box 337  
 Woodbury, NJ 08096  
 Chief Executive Officer: Robert M. Damming  
 Legal Entity Status: Public  
 Federal Employer ID No.: 21-6000-6600

**B. State Grantor/Department**  
 Robert Asaro-Angelo, Commissioner  
 New Jersey Department of Labor and Workforce Development  
 P.O. Box 055, Trenton, New Jersey 08625-0055  
**Contact Person & Telephone No.:**  
 Hugh Bailey, Assistant Commissioner 609-984-9414  
 Workforce Development

**C. Local Area Operating Entity:**  
Gloucester Co. Economic Development  
115 Budd Boulevard  
West Deptford, NJ 08096  
 Contact: Michelle Shirey, Director  
 Tel. No.: 856-384-6963

**WorkFirst NJ Operating Entity:**  
Gloucester Co. Economic Development  
115 Budd Boulevard  
West Deptford, NJ 08096  
 Contact: Michelle Shirey, Director  
 Tel. No.: 856-384-6963

**D. Funding Levels by Source:**

<u>WIOA / FEDERAL FUNDS:</u>	
Adult:	614,122
Youth:	595,946
Dislocated Worker:	636,493
Add'l Federal Funds:	0
<b>Federal TOTAL:</b>	<b>\$1,846,561</b>
<b>State TOTAL:</b>	<b>\$1,679,564</b>
<b>Contract TOTAL:</b>	<b>\$3,526,125</b>

<u>STATE FUNDS:</u>	
WorkFirst NJ:	1,625,959
WLL:	52,000
SmartSTEPS:	1,605
Add'l State Funds:	0

The contract period for these funds is July 1, 2019 through June 30, 2020.

**Grantor/Department and Grant Recipient's Agreement Signatures**

The Grant Recipient and Workforce Development Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. Pursuant to grant closeout regulations outlined in 2 CFR 200.343, NJDOL will provide WIOA and WFNJ Grantee Release forms to all grantees by March 31, 2020. This required closeout documentation must be completed and submitted no later than 90 calendar days after the period of performance end date.

If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WDB Chairperson	Accepted & Agreed by Grantor/Department
Name: Robert M. Damming	Name: <u>Les Vail</u>	Name: Robert Asaro-Angelo
Signature: _____	Signature: <u>[Signature]</u>	Signature: _____
Title: Freeholder Director	Title: WDB Chairperson	Title: Commissioner
Date: _____	Date: <u>1/31/20</u>	Date: _____

**New Jersey Department of Labor and Workforce Development  
Federal and State Funding Sheet**

**Subrecipient Gloucester  
Contract # ET-08-PY19  
Funding Period 4/1/19 through 6/30/21**

**Federal Funds**

Funding Source	CFDA# EAIN (Fed Awards #)	Federal Awarding Agency Federal Award Date	Funding Amount
WIOA Adult	17.258	US DOL	\$614,122.00
	AA-30952-17-55-A-34	7/1/2017	
WIOA Youth	17.259	US DOL	\$595,946.00
	AA-30952-17-55-A-34	7/1/2017	
WIOA Dislocated Worker	17.278	US DOL	\$636,493.00
	AA-30952-17-55-A-34	7/1/2017	
		<b>Total Federal Awards</b>	<b>\$1,846,561.00</b>

**Contract # ET-08-PY19  
Funding Period 7/1/19 through 6/30/20**

**State Funds**

Funding Source	Account #	State Awarding Agency	Funding Amount
WorkFirst New Jersey	100-4545-322, 344, 346	NJ Dept Labor & Workforce Development	\$1,625,959.00
Workforce Learning Link	767-4545-003	NJ Dept Labor & Workforce Development	\$52,000.00
SmartSTEPS	780-4545-005	NJ Dept Labor & Workforce Development	\$1,605.00
		<b>Total State Awards</b>	<b>\$1,679,564.00</b>

**Total Federal & State Awards: \$3,526,125.00**

PY 2019 Workforce Development Area Contract Narrative

This contract, as well as the Standard Assurances and Certifications and General Provisions, is prepared as a formal agreement between the Workforce Development Area and the New Jersey Department of Labor and Workforce Development. The contract also details terms and conditions for usage, expenditures and reporting of the funds. The contract specifies the following amounts of:

<u>Program</u>	<u>Date of NOA(s)</u>	<u>Allocation</u>	<u>(+) Additional Funds</u>	<u>(-) Reduction of Funds</u>
WIOA Adult	6/19/2019	614,122	0	0
WIOA Dislocated Worker	6/19/2019	636,493	0	0
WIOA Youth	5/31/2019	595,946	0	0
TANF Work Activities/Case Management	6/14/2019, 11/8/2019	956,255	0	0
Work Verification	6/14/2019, 11/8/2019	22,000	0	0
CAVP	6/14/2019, 11/8/2019	22,220	0	0
TANF Needs Based Work Support	11/8/2019		40,250	0
TANF On-the-Job Training Services		0	0	0
GA/SNAP Work Activities/Case Management - GA & GA/SNAP	6/14/2019, 11/8/2019	544,984	0	0
GA/SNAP Work Activities/Case Management - SNAP only		0	0	0
GA/SNAP Needs Based Work Support	11/8/2019		40,250	0
GA/SNAP On-the-Job Training Services - GA & GA/SNAP		0	0	0
GA/SNAP On-the-Job Training Services - SNAP only		0	0	0
Workforce Learning Link	11/6/2019	38,000	14,000	0
SmartSTEPS	11/6/2019	1,605	0	0
Additional Funds		0	0	0
Additional Funds		0	0	0
Additional Funds		0	0	0
Additional Funds		0	0	0
<b>Totals</b>		<b>\$3,431,625</b>	<b>\$94,500</b>	<b>\$0</b>
<b>Contract Total:</b>		<b>\$3,526,125</b>		
<b>Modification Total:</b>		<b>\$94,500</b>		

**Workforce Innovation and Opportunity Act Funds (WIOA)  
Grant Period for these Funds  
(July 1, 2019 through June 30, 2021)**

DUNS# 957362247  
Gloucester

<b>Adult Training (CFDA# 17.258)</b>	<b>Funds</b>
Administration (10% Max)	<u>61,412</u>
Program	<u>552,710</u>
<b>Total</b>	<b><u>\$614,122</u></b>

<b>Dislocated Worker (CFDA# 17.278)</b>	
Administration (10% Max)	<u>63,649</u>
Program	<u>572,844</u>
<b>Total</b>	<b><u>\$636,493</u></b>

**Workforce Innovation and Opportunity Act Funds (WIOA)  
Grant Period for these Funds  
(April 1, 2019 through June 30, 2021)**

<b>Youth (CFDA# 17.259)</b>	
Administration (10% Max)	<u>59,594</u>
Program	
In-school	<u>0</u>
Out-of-school (75% Min) (75% min of Program Funds)	<u>536,352</u>
<b>Total</b>	<b><u>\$595,946</u></b>

**Total WIOA: \$1,846,561**

Youth Work Experience (20% Min of Youth Program Funds)	<u>107,270</u>
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**Miscellaneous Federal Funds**

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

<b>Add'l Federal Funds:</b>	
Administration	<u>0</u>
Program	<u>0</u>
<b>Total</b>	<b><u>\$0</u></b>

**WorkFirst New Jersey (WFNJ) Funds  
Grant Period for these Funds  
(July 1, 2019 through June 30, 2020)**

Gloucester

<b>Temporary Assistance to Needy Families (TANF)</b>	<b>Funds</b>	
Administration (12% Max)	<u>114,751</u>	
Case Management	<u>69,920</u>	
Work Activities	<u>771,584</u>	
<b>Total</b>	<b><u>\$956,255</u></b>	
<b>TANF Work Verification</b>	<b><u>\$22,000</u></b>	
<b>Career Advancement Voucher Program (CAVP)</b>		
Administration (12% Max)	<u>0</u>	
CAVP Program	<u>22,220</u>	
<b>Total</b>	<b><u>\$22,220</u></b>	
<b>TANF Needs Based Work Support</b>	<b><u>\$40,250</u></b>	
<b>TANF On-the-Job Training Services</b>	<b><u>\$0</u></b>	
<b>General Assistance (GA)/Supplemental Nutrition Assistance Program (SNAP)</b>		
<b>GA &amp; GA/SNAP</b>		
Administration (12% Max)	<u>65,398</u>	
Case Management	<u>77,440</u>	
Work Activities	<u>402,146</u>	
<b>Total</b>	<b><u>\$544,984</u></b>	
<b>SNAP only</b>		
Administration (12% Max)	<u>0</u>	
Case Management	<u>0</u>	
Work Activities	<u>0</u>	
<b>Total</b>	<b><u>\$0</u></b>	
<b>GA/SNAP Needs Based Work Support</b>	<b><u>\$40,250</u></b>	
<b>GA &amp; GA/SNAP On-the-Job Training Services</b>	<b><u>\$0</u></b>	
<b>SNAP only On-the-Job Training Services</b>	<b><u>\$0</u></b>	
	<b>Total WFNJ:</b>	
		<b><u>\$1,625,959</u></b>

**Workforce Investment Board State Funds  
Grant Period for these Funds  
(July 1, 2019 through June 30, 2020)**

Gloucester

	<b>Funds</b>
<b>Workforce Learning Link:</b>	
Administration (7% Max)	0
Program	<u>52,000</u>
<b>Total</b>	<u>\$52,000</u>
<b>SmartSTEPS:</b>	
Administration	105
Program	<u>1,500</u>
<b>Total</b>	<u>\$1,605</u>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<u>\$0</u>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<u>\$0</u>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<u>\$0</u>
<b>Add'l State Funds:</b>	
Administration	0
Program	<u>0</u>
<b>Total</b>	<u>\$0</u>

Program Year 2019 Workforce Innovation and Opportunity Act (WIOA)

Gloucester

Participant/Expenditures Planning Summary

Program/Subset	Participant/Exit Summary						Fiscal/Expenditures Summary					
	A		B		C		D		E	F	G	H
	Number	PY Exits	Number	PY Exits	Number	PY Exits	Number	PY Exits	Total PY Exits (B + D)	PY 2018 Carry-In Funds	PY 2019 Allocation	Total Available Funds (F + G)
A. Adult	26	8	6	6	6	6	14	14	162,904	614,122	777,026	
B. Dislocated Worker	27	22	23	22	22	22	44	44	127,989	636,493	764,482	
C. Youth	9	8	23	10	23	10	18	18	132,264	595,946	728,210	
1) In-School Youth (14 to 21 yr olds)	0	0	0	0	0	0	0	0				
2) Out-of-School Youth* (16 to 24 yr olds)	9	8	23	10	23	10	18	18				

\* Includes school dropouts and youth who have received a high school diploma or equivalent, but are basic skills deficient, unemplyed or underemployed.

Program Year 2019 Work First New Jersey/Workforce Learning Link

Gloucester

Participant/Expenditures Planning Summary

Program/Subset	Participant/Exit Summary						Fiscal/Expenditures Summary			
	Carry-In Clients		New Enrollments		Total PY Exits (B + D)	PY 2018 Carry-In Funds	PY 2019 Allocation	Total Available Funds (F+ G)		
	Number	PY Exits	Number	PY Exits						
A. WorkFirst New Jersey	16	0	111	42	42	0	1,625,959	1,625,959		
1) TANF	11	0	38	12	12	0	956,255	956,255		
2) CAVP	0	0	0	0	0	0	22,220	22,220		
3) TANF Needs Based Work Support	0	0	0	0	0	0	40,250	40,250		
4) TANF OJT	0	0	0	0	0	0	0	0		
5) GA & G/MSNAP	5	0	73	30	30	0	544,984	544,984		
6) SNAP only	0	0	0	0	0	0	0	0		
7) G/MSNAP Needs Based Work Support	0	0	0	0	0	0	40,250	40,250		
8) GA & G/MSNAP OJT	0	0	0	0	0	0	0	0		
9) SNAP only OJT	0	0	0	0	0	0	0	0		
B. Workforce Learning Link	60	0	45	17	17	0	\$2,000	\$2,000		52,000

**PY 2019 Participant/Expenditures Planning Summary  
Gloucester**

**Average Cost Per Person Served**

Adult	<u>\$129,504</u>
D/W	<u>\$33,238</u>
Youth	<u>\$31,661</u>

**Average Cost Per Person Exited**

Adult	<u>\$55,502</u>
D/W	<u>\$17,375</u>
Youth	<u>\$40,456</u>

**Instructions:**

- 1) This sheet will calculate average costs after you have entered WIOA data on the WIOA Participant/Expenditures Planning Summary (Page 7).
- 2) This page only needs to be printed out and returned with your contract.

# Standard Assurances and Certifications

## ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 38)
- 6) Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Part 200)

By signing the agreement, the grantee is providing the above assurances and certifications as detailed below:

### 1) ASSURANCES NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
- C) 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.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101 et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801 et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of

- housing; (i) the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information; (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
  - H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
  - I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
  - J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 et seq. (P.L. 93-234) 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.
  - K) 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 et seq. (P. L. 91-190) and Executive Order (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 flood plains 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.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear 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 as amended, 42 U.S.C. 300f et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq. (P.L. 93-205).
  - L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
  - N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
  - O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
  - P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - Q) Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (78 FR 78589).
  - R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

- S) Will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, the grantee must be registered in the federal System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which the term of this grant or award is in effect. Furthermore, no contract, award, subgrant will be made by the grantee to another party if said party is listed in the Excluded Parties List System in the federal SAM.

## 2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (or plan).
- E) Are not listed in the Excluded Parties List System in the federal SAM.

## 3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C. 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and

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

#### 4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

#### 5) NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from NJDOL, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide *reasonable accommodation* to persons with disabilities.
- F) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I- financially assisted program or activity.
- G) The grant applicant also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**6) UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR PART 200)**

As a condition to the award of Federal financial assistance, the recipient or subrecipient assures that it will fully abide by all regulations of 2 CFR Chapter I, Chapter II, Part 200

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

Gloucester County Department of Economic Development

Workforce Development Board

115 Budd Boulevard

West Deptford, NJ 08096

Check ( ) if there are workplaces on file that are not identified.

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Innovation and Opportunity Act at section 107 and in related regulations at 679.420):

County of Gloucester  
 County Administration Building  
 2 South Broad Street  
 Woodbury, NJ 08096

2. One-Stop Operator (as defined by the Workforce Innovation and Opportunity Act at section 121 and in related regulations at 678.600 through 678.635): Thomas Bianco, Director  
Gloucester County-American Job Center  
215 Crown Point Road  
Thorofare, NJ 08096
3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication): Michelle Shirey, Executive Director  
Workforce Development Board  
115 Budd Boulevard  
West Deptford, NJ 08096

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

**Robert M. Damminger, Freeholder Director**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# General Provisions

## DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor, which is also referred to as NJDOL.
- Grantee is defined as any entity in direct receipt of funds by written instrument from NJDOL.
- Subgrantee is defined as any entity in receipt of funds from a grantee.
- Agreement refers to the contract with NJDOL, the General Provisions, and where applicable, the Standard Assurances and Certifications.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at [https://www.doleta.gov/grants/pdf/TAG\\_PartI.pdf](https://www.doleta.gov/grants/pdf/TAG_PartI.pdf). The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
  - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
  - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
  - Administration is defined as the allocable portion of the costs for support services and not related to the direct provision of workforce investment services, including services to participants and employers. Administrative functions are specified to include the following:
    - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
    - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
    - General legal services
    - Goods and services used for administrative functions
    - Developing systems, including information systems, related to administrative functions
    - The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.
  - Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming

owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

NJDOL retains the right to examine all costs to determine appropriateness of the charge to a category. The grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

## 1) COMPLIANCE WITH EXISTING LAWS

- A) The grantee agrees to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in performance of this agreement.
- B) These laws, rules and regulations include, but are not limited to the following:
- 1) Federal Office of Management and Budget (OMB) documents: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.
  - 2) New Jersey Department of the Treasury, Office of Management and Budget documents:
    - (a) Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid: [http://www.state.nj.us/infobank/circular/cir1508\\_omb.pdf](http://www.state.nj.us/infobank/circular/cir1508_omb.pdf).
    - (b) State Grant Compliance Supplement: <https://www.state.nj.us/treasury/omb/stategrant.shtml>.
  - 3) State Affirmative Action Legal Citations: The grantee agrees to comply with and to require subgrantees to comply with N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5 et al., P.L. 1975, c. 127 and all implementing regulations.

Customized Training - Where funding is provided in whole or in part from the Workforce Development Partnership (WDP) fund, the grantee assures and agrees that it will fully comply with the requirements of the New Jersey Employment and Workforce Development Act (P.L. 1992 c. 43) and state regulations and directives governing this program. These requirements include the following assurances:

- 1) The grantee assures that it will fully comply with all federal and state laws regarding child labor, wages, workplace and classroom safety, health standards and other laws.
- 2) The grantee agrees that if it relocates outside New Jersey or outsources employee positions within three years following the end date of the customized training contract, the grantee will promptly notify NJDOL and refund all money to NJDOL, including payments made to any subgrantee on its behalf.
- 3) The grantee agrees to retain only service providers located in the state of New Jersey to provide the customized training services funded under this agreement.

Failure to comply with the laws, rules and regulations shall be grounds for termination of this agreement.

## 2) NONDISCRIMINATION AND EQUAL OPPORTUNITY

The grantee agrees to comply with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially-assisted program or activity.
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- 5) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs.

- 6) The Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities to provide reasonable accommodation to persons with disabilities.
- 7) The Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination on the basis of genetic information.
- 8) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made and the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grantee also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

### 3) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

- A) A grantee may be considered high risk if NJDOL determines that a grantee:
  - 1) Has a history of unsatisfactory performance;
  - 2) Is not financially stable;
  - 3) Has a financial management system which does not meet the standards set forth in section 4;
  - 4) Has not conformed to terms and conditions of previous awards; and
  - 5) Is otherwise not responsible.
- B) When NJDOL 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. Special conditions and/or restrictions may include:
  - 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 grantee to obtain technical or management assistance; and
  - 6) Establishing additional prior approvals.
- C) If NJDOL decides to impose such special conditions and/or restrictions, an NJDOL official will notify the grantee as soon as possible, in writing, of:
  - 1) The nature of the special conditions and/or restrictions;
  - 2) The reason(s) for imposing the special conditions and/or restrictions;
  - 3) The corrective actions that must be taken before the special conditions and/or restrictions will be removed by NJDOL and the time allowed for completing the corrective actions; and
  - 4) The method of requesting reconsideration of the special conditions and/or restrictions imposed.

### 4) FINANCIAL MANAGEMENT SYSTEM

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify NJDOL when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
  - 1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting and reporting in a format that is in accordance with the financial reporting requirements of the grant;
  - 2) Accounting Records:

Records that adequately identify the source and application of funds for NJDOL-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by NJDOL;

5) Allowable Costs:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from NJDOL and the disbursement by the grantee, whenever funds are advanced by NJDOL.

- C) NJDOL may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**, available at [https://www.doleta.gov/grants/pdf/TAG\\_PartI.pdf](https://www.doleta.gov/grants/pdf/TAG_PartI.pdf).
- D) NJDOL may review the adequacy of the financial management system of any applicant as part of a pre-award review or at any time subsequent to the award. If NJDOL determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by NJDOL upon written notice to the grantee, until such time as the system meets with NJDOL approval.
- E) NJDOL requires that the grantee develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

5) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the grantee and NJDOL, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any grantee or subgrantee pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the grantee to provide documentation substantiating such cost. NJDOL retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These regulations establish government-wide cost principles, including a requirement that salaries and wages charged to this agreement be supported by appropriate personnel activity reports and meet the requirements of 2 CFR 200.430(i) Standards for Documentation of Personal Expenses.

NJDOL does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by NJDOL.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for NJDOL to review. NJDOL retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. NJDOL retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by NJDOL. NJDOL retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. NJDOL retains the right to determine whether costs/rates within this category are excessive.

Each grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the grantee and its subgrantees where appropriate. NJDOL retains the right to determine whether costs/rates within this category are excessive.

Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each grantee must establish written policies consistent with that of the grant recipient. NJDOL retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each grantee has the responsibility to ensure

that its subgrantees, where appropriate, have similar documentation. NJDOL retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Grantees using funds in such manner may have these costs disallowed. Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

NJDOL reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by NJDOL of the amount or method of calculation.

#### **6) MATCHING AND COST SHARING**

The grantee shall be required to account to the satisfaction of NJDOL for matching and cost sharing requirements in accordance with the agreement and federal and state requirements.

#### **7) PROGRAM INCOME**

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless otherwise provided or specified, the grantee shall have no obligation to NJDOL with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

#### **8) PRICE WARRANTY**

The grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. The grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this agreement shall be name brand, first quality, new parts, unless otherwise specified.

## 9) PAYMENT METHOD

- A) Payments to the grantee or on behalf of the grantee shall be issued only after the agreement has been signed and agreed to by both parties. The grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of NJDOL or his/her designee, the grantor will pay the grantee the contracted amount.
- B) A Payment Voucher (Form PV 6/93) form will be submitted in a form satisfactory to NJDOL, with supporting documentation that the contracted services are operational and will continue to be for the period specified in the agreement. At its discretion, NJDOL may request additional reports.

## 10) REPORTING REQUIREMENTS

The grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of NJDOL. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Grantees are responsible for ensuring that reports are based upon current data.

## 11) STATE MONITORING, EVALUATION AND AUDIT

The following sections A to E pertain to all governmental, non-profit organizations and for-profit organizations:

- A) The grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by NJDOL or their designees and authorized agents.
- B) The grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subgrantees also maintain records which are auditable. The grantee is responsible for any disallowed costs resulting from any audit exceptions incurred by its own organization or that of its subgrantees.
- C) NJDOL reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of NJDOL.
- D) The grantee agrees to provide full access to their books and records and to submit to any audit or review of financial and compliance requirements of NJDOL.
- E) The grantee agrees to include in the engagement letter or agreement with any independent audit firm language that NJDOL is granted access to any and all workpapers that support or address any and all findings that are in regards to NJDOL funds.

The following sections F to L pertain to all governmental and non-profit organizations:

- F) All grantees that expend \$750,000 or more in federal financial assistance or state financial assistance within their fiscal year must have annual single audits or program-specific audits performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- G) All grantees that expend less than \$750,000 in federal or state financial assistance within their fiscal year, but expend \$100,000 or more in state and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and state policy.
- H) Program-specific audits in accordance with Subpart F – Audit Requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be elected when a grantee

expends federal or state awards under only one federal or state program and the federal or state program's statutes, regulations, or terms and conditions of the grant award do not require a financial statement audit of the recipient.

- I) All grantees that expend less than \$100,000 in federal or state financial assistance within their fiscal year, but expend \$50,000 or more in federal or state financial assistance within their fiscal year must have a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the department's Office of Internal Audit.
- J) Although Subpart F – Audit Requirements allows specific provisions for biennial audits; state policy continues to require all audits to be performed on an annual basis.
- K) In addition to federal-required reports and opinions, grantee single audits must contain similar reports and opinions for state funds.
- L) Grantee single audit reports must include a supplementary schedule of the entity's state grant and state financial assistance programs. This schedule must show for each program:
  - State Grantor Organization;
  - Program Title/Name;
  - State Grant Award Number or Account Number;
  - Grant Award Period;
  - Fiscal Year Grant Expenditures;
  - Total Grant Expenditures to Date.

The following section M pertains to for-profit organizations:

- M) All grantees that expend \$50,000 or more in federal or state financial assistance within their fiscal year must have either:
  - A grant specific audit in accordance with Government Auditing standards (Yellow Book), or;
  - A financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions, or;
  - A special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract and review of the training records which substantiate training was completed in accordance with the contracts. The procedures to be followed will be provided by the Department's Office of Internal Audit.

## 12) COMPLAINTS, GRIEVANCES AND APPEALS

All grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

## 13) RECORDS

The grantee agrees to collect, maintain and, upon request, report equal opportunity information, including sex, age, disability, ethnicity, and race, for all individuals who apply for benefits or services financially assisted by the program.

Such records must include, but are not limited to, records on applicants, registrants, eligible applicants and registrants, participants, ex-participants, employees and applicants for employment. The grantee agrees to record the race, ethnicity, sex, age and where known, disability status of every applicant, registrant, eligible applicant and registrant, participant, ex-participant, applicant for employment and employee. The grantee further agrees to comply with the requirements of 2 C.F.R 200.79 and 2 C.F.R 200.82 which governs the use of personally identifiable information (PII). Such information must be stored in a manner that ensures confidentiality and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate; determining the extent to which the grantee is operating the program or activity in a nondiscriminatory manner; or other use authorized by law. Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

**Retention** – The grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between grantee and subgrantees, the grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

**Access** – NJDOL may investigate any matter it deems necessary to determine compliance with state policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees and entering any premises or onto any site in which any part of a program of the grantee is conducted or in which any of the records of the grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

#### 14) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this agreement shall be accomplished in a manner generally consistent with federal and state requirements.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to NJDOL, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

#### 15) PROPERTY

The grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any subgrantee receiving payments on behalf of the grantee. A current inventory of such property and equipment, with a value of \$250 or more, shall be maintained by the grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 19-12, [https://www.nj.gov/infobank/circular/cir1912\\_omb.pdf](https://www.nj.gov/infobank/circular/cir1912_omb.pdf), and the grantee shall follow those procedures. The grantee agrees to provide the same security and safekeeping measures for property paid for under this agreement as the grantee provides for the same or similar property owned by the grantee. The grantee agrees to impose similar conditions upon any subgrantee engaged to provide services under this agreement.

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the project are the property of NJDOL. Such material will be delivered to NJDOL upon request.

If the project is funded under WDP, all documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the grantee in connection with the grant are the property of said grantee. However, NJDOL retains the authority to review such material for the limited purpose of determining the extent and quality of performance under the grant. Such materials shall be reviewed by NJDOL upon notice given to the grantee and shall promptly be made available to NJDOL for inspection. NJDOL agrees to take all reasonable steps necessary to safeguard the grantee's proprietary interest in these materials.

In addition, if the aforementioned items are developed pursuant to a grant or contract funded in whole or in part by federal funds, the federal agency which provided the funds reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) and rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. If applicable, the following needs to be on all products developed in whole or in part with grant funds in accordance with the WIOA Annual Financial Agreement:

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.

#### **16) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the grantee shall be held at the grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the grantee's policies that are in effect at the time of travel and may not exceed the Internal Revenue Service's standard mileage rate in effect at the time of the travel. If the grantee has an executed collective bargaining agreement, the mileage rate shall not exceed the current Internal Revenue Service's standard mileage rate. The current standard mileage rate can be found at the following website: <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Reimbursements for meals, lodging and travel shall be in accordance with the grantee or subgrantee(s) written travel reimbursement policies not to exceed Federal per diem rates in effect at the time of the travel. The current per diem rates can be found at the following website: <http://www.gsa.gov/portal/category/100120>.

#### **17) SUBCONTRACTING**

The grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the grantee would apply to any subcontractors or third parties hired by the grantee. It is the responsibility of the grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

#### **18) MODIFICATIONS**

Modification to the agreement will be made in accordance with procedures prescribed by NJDOL effective at the time of submission of the modification.

- A) The grantee agrees to submit a written modification for approval prior to changing any budget line item contained in this agreement.
- B) NJDOL and grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this agreement.

#### 19) DISPUTES

The grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The grantee assures performance of this agreement while any dispute is pending.

Any dispute which is not settled by informal means shall be decided by NJDOL, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee. The grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. NJDOL and grantee preserve all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

#### 20) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

#### 21) TERMINATION

- A) Termination for Convenience – NJDOL or grantee may request a termination for any reason. NJDOL or grantee shall give 90 days' advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – NJDOL may terminate this agreement when it has determined that the grantee has failed to provide the services specified, or has failed to comply with any of the provisions contained in this agreement or approved application, or otherwise breached the terms of this agreement. If the grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, NJDOL will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The grantee has 10 working days in which to respond with a plan agreeable to NJDOL for correction of the deficiencies. If the grantee does not respond within the appointed time with corrective plans satisfactory to NJDOL, NJDOL will serve a termination notice on the grantee which will become effective within 10 days after receipt. In the event of such termination, NJDOL shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
  - 1) The grantee agrees that major changes to this agreement, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The grantee agrees that any such changes deemed necessary by the commissioner of NJDOL shall be immediately incorporated into this agreement.

- 2) Unearned payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be imposed by NJDOL at any time.

## 22) CONTRACT CLOSEOUT

- A) The following definitions shall apply for the purpose of this section:
  - 1) Contract Closeout – The closeout of an agreement is the process by which NJDOL determines that all applicable administrative actions and all required work of the agreement have been completed by the grantee.
  - 2) Date of Completion – The date by which all activities under the agreement are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by NJDOL, after completion of the agreement period or termination of the agreement. Closeout forms will be supplied by NJDOL.
- C) The grantee will, together with the submission of the closeout package, refund to NJDOL any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by NJDOL to be retained.
- D) Within the limits of the agreement amount, NJDOL may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The grantee is responsible for those costs found to be disallowed, including those of any subgrantee paid from funds under this agreement, and NJDOL retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the agreement.
- F) The grantee shall account for any property received from NJDOL or acquired with funds under this grant, including any property received or acquired by a subgrantee under this grant.
- G) The grantee shall forward closeout package to the grantor within 60 days of the closeout.

## 23) PERFORMANCE

The grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to NJDOL as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Award that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with NJDOL. The grantee acknowledges that NJDOL has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

## 24) CONFLICTS OF INTEREST

The grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the grantee, its agent or representative to any office or employee of NJDOL with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable

at the option of NJDOL, and may justify further action under applicable state laws. The grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the grantee will take to avoid the potential of conflict.

## **25) OPEN GOVERNMENT PRACTICES**

The grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the grantee shall be documented, maintained and available for review. The grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

## **26) BONDING AND INSURANCE**

The grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

## **27) AVAILABILITY OF FUNDS**

The grantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to NJDOL of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of NJDOL 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 NJDOL or an event of default under the agreement and NJDOL 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 NJDOL beyond the duration of the award period set forth in the agreement and in no event shall the agreement be construed as a commitment by NJDOL to expend funds beyond the termination date set in the agreement.

## **28) LIABILITY**

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The grantee shall be solely responsible for and shall keep, save and hold the state of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death to

its employees or recipients of the grantee's services or to any other persons or from any damage to any property sustained in connection with the delivery of the grantee'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 grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the grantee. The grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The grantee'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.

**Grant Specific Provisions**

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Innovation and Opportunity Act, the local workforce investment plan and the Workforce Development Board/local elected officials Memorandum of Understanding:

**Grant recipient:** The County of Gloucester is the recipient of the Workforce Investment Act Funds and all other state funds dedicated to employment and training services of the residents of the County of Gloucester. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.

**Fiscal agent:** The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely manner.

**Workforce Development Board:** The Workforce Development Board (WDB) is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The WDB conducts oversight of the American Job Center, youth activities and employment and training activities under Title I of WIOA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WDB Committees. The committee chairs the offer proposals to the WDB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decisions regarding any changes.

**One-Stop Operator:** The One-Stop Operator reports to the WDB. The One-Stop Operator assures that services of the workforce readiness system are delivered to Gloucester County residents in an effective manner.  
The Gloucester County Department of Economic Development includes the staff of the Workforce Development Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services and the Division of Business Development, Retention and Tourism. All of the divisions are mutually dependent upon each other and have a direct impact on the County's quality of life and economic condition.

NJDOL will provide the grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to NJDOL by October 31<sup>st</sup> of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Award. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Development Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general provisions.

Robert M. Damming, Freeholder Director

Printed Name and Title

Signature

Date

C-7

**RESOLUTION AUTHORIZING THE CREATION OF A  
2020 COMPLETE COUNT COMMITTEE**

**WHEREAS**, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of all persons and the County of Gloucester is committed to ensuring every resident is counted; and

**WHEREAS**, census data helps determine how many seats each state will have in the U.S. House of Representatives, and is necessary for an accurate and fair districting of state legislative seats, county, city councils, and voting districts; and

**WHEREAS**, the information collected by the census is confidential and protected by law; and

**WHEREAS**, the census count requires extensive work, and the U.S. Census Bureau requires partners at the state and local level to ensure a complete and accurate count; and

**WHEREAS**, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens; and

**WHEREAS**, a complete count requires that we bring together community leaders from across the County; and

**WHEREAS**, the County Complete Count Committee will bring together a cross-section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community and the Gloucester County Board of Chosen Freeholders desires to designate persons to serve on this Committee.

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

1. The following persons are hereby appointed to serve as members of the 2020 Complete Count Committee:
  1. Tamarisk Jones, Deputy Administrator
  2. Vincent Voltaggio, P.E., Public Works Director
  3. Lisa Cerny, Director of Human & Disability Services
  4. Theresa Ziegler, Principal Planner
  5. Christina Velazquez, Supervising Program Development Specialist
  6. Kimberly Gober, Executive Director, Housing Authority of Gloucester County
  7. Ralph S. Bingham III, Director, Gloucester County Library System
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations, and requirements; and
3. This resolution will take effect immediately.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 19, 2020, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

C-8

**RESOLUTION AUTHORIZING AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR A PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, FROM FEBRUARY 19, 2020 TO FEBRUARY 18, 2021, FOR \$30,000.00**

**WHEREAS**, the County is eligible for CDBG Entitlement Funds to be used in conjunction with community development programs as specifically set forth in a FY2019 Year 5 Action Plan as submitted to the U.S. Department of Housing and Urban Development, and as applicant, is responsible for administering the program; and

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

**WHEREAS**, the Housing Authority of Gloucester County has proposed the following public facilities project be carried out with the use of CDBG funds and such CDBG funds provided must be fully obligated not later than two (2) years from February 19, 2020;

- **Housing Authority of Gloucester County**, for the removal of architectural barriers through the removal and replacement of community and laundry room doors at both Public Senior Housing buildings located at Deptford Park, 120 Pop Moylan Boulevard, Deptford, and at Carino Park, 100 Chestnut Avenue, Williamstown, with automated push plate entry doors, for \$30,000.00.

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$30,000.00, pursuant to C.A.F. # 20-01309, which amount shall be charged against County budget line item G-02-19-155-000-21241.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the agreement with the Housing Authority of Gloucester County to administer CDBG funds, from February 19, 2020 to February 18, 2021, for \$30,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

HUD GRANT NO: B-19-UC-34-0109  
AMOUNT: \$30,000.00  
GC AGREEMENT NO: CD-19-MP10

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

**THIS AGREEMENT**, made and entered into on the 19<sup>th</sup> day of **February 19, 2020** by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the “**County**”, and the **Housing Authority of Gloucester County**, a Gloucester County Public Facilities Subrecipient, hereinafter referred to as the “**Subrecipient**”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FY 2019** Community Development Block Grant, hereinafter referred to as “**CDBG**” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

**WHEREAS**, CDBG funds from Federal **PY2019** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: **February 18, 2021**.

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

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

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

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

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

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

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

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.  
  
The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.
10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **February 18, 2021**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
  - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
  - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
  - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

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

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

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

Requirements Do Not Apply.

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

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

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

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

Subrecipient's audit.

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

23. Performance

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

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

**HOUSING AUTHORITY OF  
GLOUCESTER COUNTY**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

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

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

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

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

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

**Approved by Resolution dated:**

**Approved by Resolution dated:**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**  
**CERTIFICATIONS**

## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

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

**Housing Authority of Gloucester County**

Public Housing Buildings located at:

Deptford Park Apartments	Carino Park Apartments
120 Pop Moylan Blvd	100 Chestnut Street
Deptford, NJ 08096	Williamstown, NJ 08094

GLOUCESTER COUNTY, NEW JERSEY

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature of Person Attesting Signature

\_\_\_\_\_  
Typed Name – Person Attesting Signature

\_\_\_\_\_  
Title -- Person Attesting Signature

\_\_\_\_\_  
Date of Attesting Person's Signature

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Housing Authority of Gloucester County**

Activity Name: Installation of Automated Community and Laundry Room Entry Doors at Deptford Park and Carino Park

Activity Number: **CD-19-MP10**

### **ACTIVITY DESCRIPTION**

- The total **PY 2019 CDBG** budget for this activity shall not exceed: **\$30,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 18, 2021**. The Agreement is for installation of automated entry community and laundry room doors at the two (2) Public Housing Buildings Deptford Park and Carino Park. This activity is funded as a low mod clientele category benefiting low-moderate income persons.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

## ***INTRODUCTION***

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

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

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

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

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

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

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

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

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

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

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



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

**I. PROGRAM INFORMATION**

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

**II. EVALUATOR REVIEWED**

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

**III. PROGRAM ELIGIBILITY**

National Objective met by program:

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

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

Consolidated Plan Priority: \_\_\_\_\_

Describe service provided by program: \_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_

List program contracted goals:

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

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

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

\_\_\_\_\_ Is it a verifiable outcome?  YES  NO

**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

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

Problems/issues indicated on quarterly reports: \_\_\_\_\_

**VI. PROGRAM RECORDKEEPING**

Program Files

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

Client Files

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

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

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

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

YES  NO

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

**IX. ORGANIZATION INFORMATION**

Personnel files include:

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

YES NO

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

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

\_\_\_\_\_

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

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

\_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

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

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

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

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

**III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS**

**YES NO**

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



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

**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.** 20-01309

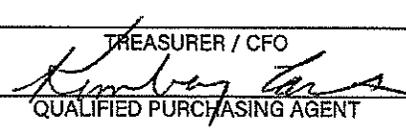
**SHIP TO**  
 Pg GLOUC. CO PLANNING DEPARTMENT  
 1200 N. DELSEA DR. (BLDG E)  
 CLAYTON, NJ 08312  
 856-307-6650 (C. VELAZQUEZ)

ORDER DATE: 02/11/20  
 REQUISITION NO: R0-14768  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

**RECEIVED**  
 VENDOR #. HOUST010  
 HOUSING AUTH. OF GLOUC. COUNTY  
 100 POP MOYLAN BLVD.  
 CHRISTOPHER GRUPICO  
 DEPTFORD, NJ 08096

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CDBG PUBLIC FAC PROJ PY 2019 CDBG PUBLIC FACILITIES PROJ 2019  PUBLIC FACILITIES AGREEMENT FOR A PROJECT USING COMMUNITY DEVELOPMENT BLCOK GRANT FUNDS FROM FEBRUARY 19, 2020 TO FEBRUARY 18, 2021  REPLACEMENT OF COMMON AREA DOORS WITH AUTOMATED DOORS IN THE BUILDINGS AT DEPTFORD PARK AND CARINO PARK (LAUNDY, REST ROOM AND EXTERIOR) TO BENEFIT SENIORS AND THE DISABLED.  IDIS #3074	G-02-19-155-000-21241 Housing Auth. of Gloucester County (PI)	30,000.0000	30,000.00
			TOTAL	30,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.  <b>X</b> VENDOR SIGN HERE _____ DATE _____  TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____ MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.   DEPARTMENT HEAD _____ DATE _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW   TREASURER / CFO  QUALIFIED PURCHASING AGENT

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

D-1

**RESOLUTION AUTHORIZING A CONTRACT WITH MOTOROLA SOLUTIONS, INC., FROM FEBRUARY 2, 2020 TO FEBRUARY 1, 2021, IN AN AMOUNT NOT TO EXCEED \$400,000.00**

**WHEREAS**, the County of Gloucester Emergency Response Center, dispatches first responders in time of need through a two-way radio system, which system's infrastructure is made up of base stations, comparators, and receivers; and

**WHEREAS**, there is a need to purchase communications equipment, including but not limited to parts, repairs, and maintenance, for the County; and

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

**WHEREAS**, it has been determined that the County can purchase the said communications equipment from Motorola Solutions, Inc., in an amount not to exceed \$400,000.00, through State Contract #A83909; and

**WHEREAS**, the contract shall be for an estimated units of service, in an amount not to exceed \$400,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2020 is conditioned upon the approval of the 2020 Gloucester County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase communications equipment for the County of Gloucester, including but not limited to parts, repairs, and maintenance, from Motorola Solutions, Inc., from February 2, 2020 to February 1, 2021, in an amount not to exceed \$400,000.00, through State Contract #A83909; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO STRYKER SALES CORPORATION, FOR \$185,399.76**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS; and

**WHEREAS**, bids were publicly received and opened on February 4, 2020; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Stryker Sales Corporation, with offices at 3800 E. Centre Avenue, Portage, Michigan 49002, was the lowest, responsive, and responsible bidder to perform said services, for a total contract amount of \$185,399.76, as more specifically described in the bid specifications PD-020-004; and

**WHEREAS**, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$185,399.76, pursuant to C.A.F. #20-01138, which \$183,673.92 shall be charged against budget line item C-04-19-020-250-20002 and \$1,725.84 shall be charged against budget line item C-04-18-020-250-20002.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is hereby authorized to execute, and the Clerk of the Board is authorized to attest to the execution of, the contract with Stryker Sales Corporation, for the purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS, for a total contract amount of \$185,399.76.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**CONTRACT BETWEEN  
STRYKER SALES CORPORATION  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of **February, 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 **STRYKER SALES CORPORATION**, of 3800 E. Centre Avenue, Portage, Michigan 49002, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the purchase of twelve (12) Chest Compression Systems for the Gloucester County Division of EMS; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-020-004 or within a reasonable period of time.
2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$185,399.76, as per PD-020-004.

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

3. **DUTIES OF CONTRACTOR**. The specific duties of the Vendor shall as set forth in specifications identified as PD-020-004, 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 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.

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 reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to

any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the 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. **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.

11. **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.

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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

14. **CHANGES**. This contract may be modified by approved change orders, consistent with

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of PD-020-004 and Vendor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the \_\_\_\_ 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**

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

---

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**STRYKER SALES CORPORATION**

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**By:  
Title:**

**County of Gloucester Purchasing Department**

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

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**  
THIS NUMBER MUST APPEAR ON ALL INVOICES  
**NO.** 20-01138

Pg 1

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

**VENDOR**  
STRYKER SALES CORPORATION  
3800 E. CENTRE AVENUE  
PORTAGE, MI 49002-5826  
VENDOR #: STRYK020

ORDER DATE: 02/06/20  
REQUISITION NO: R0-14591  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PURCHASE OF TWELVE (12) CHEST COMPRESSION SYSTEMS (LUCAS DEVICE) AS SPECIFIED IN PD 020-004.	C-04-19-020-250-20002 CPR Assist Devices	183,673.9200	183,673.92
1.00	REMAINING BALANCE FROM ABOVE	C-04-18-020-250-20002 CPR Assist Devices	1,725.8400	1,725.84
			TOTAL	185,399.76

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p>	<p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p>
<p>VENDOR SIGN HERE DATE</p>		<p>TREASURER / CFO <i>Kimberly Cook</i></p>
<p>TAX ID NO. OR SOCIAL SECURITY NO. DATE</p>	<p>DEPARTMENT HEAD DATE</p>	<p>QUALIFIED PURCHASING AGENT</p>
<p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>		

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

**RESOLUTION AUTHORIZING AMENDMENTS TO TWO (2) CONTRACTS WITH CME ASSOCIATES**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 16, 2019 authorizing a contract with CME Associates, per RFP-19-050, from October 16, 2019 to October 15, 2020, in an amount not to exceed \$85,000.00; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 3, 2020 authorizing a contract with CME Associates, per RFP-20-009, from January 1, 2020 to December 31, 2020, in an amount not to exceed \$200,000.00; and

**WHEREAS**, the County has determined it is necessary to amend the contract with CME Associates, per RFP-19-050, from October 16, 2019 to October 15, 2020 to increase the contract amount to an amount not to exceed \$200,000.00; and

**WHEREAS**, the County has determined it is necessary to amend the contract with CME Associates, per RFP-20-009, to decrease the contract amount to an amount not to exceed \$85,000.00, from January 1, 2020 to December 31, 2020; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendments to two (2) contracts with CME Associates, increasing the contract, awarded per RFP-19-050, to an amount not to exceed \$200,000.00, from October 16, 2019 to October 15, 2020 and decreasing the contract, awarded per RFP-20-009, to an amount not to exceed \$85,000.00, from January 1, 2020 to December 31, 2020.

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO CONTRACT  
BETWEEN  
CME ASSOCIATES  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 16<sup>TH</sup> day of October, 2019, per RFP-19-050, by and between **CME Associates** with offices at One Market Street, Suite 1F, Camden, New Jersey 08102, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

**The Contract is amended to increase the contract amount, resulting in an amount not to exceed \$200,000.00, from October 16, 2019 to October 15, 2020.**

**All other terms and provisions of the contract** and conditions set forth therein shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 19<sup>th</sup> day of February, 2020.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CME ASSOCIATES**

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

**AMENDMENT TO CONTRACT  
BETWEEN  
CME ASSOCIATES  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 3<sup>rd</sup> day of January, 2020, per RFP-20-009, by and between **CME Associates** with offices at One Market Street, Suite 1F, Camden, New Jersey 08102, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

**The Contract is amended to decrease the contract amount, resulting in an amount not to exceed \$85,000.00, from January 1, 2020 to December 31, 2020.**

**All other terms and provisions of the contract** and conditions set forth therein shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 19<sup>th</sup> day of February, 2020.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CME ASSOCIATES**

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

G-7

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY LYNDA JUALL CARPENITO FOR \$237,368.80**

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

**WHEREAS**, **Lynda Juall Carpenito**, having presented herself as the owner of the land and premises located in the **Township of East Greenwich** (hereinafter "**East Greenwich**"), and known as **Block 1107, Lot 6**, on the Official Tax Map of the **Township of East Greenwich** (hereinafter collectively the "Property"), which consists of approximately **20.116 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Lynda Juall Carpenito**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$237,368.80** which is the total purchase price for same; and

**WHEREAS**, Gloucester County intends to seek a cost share from the State Agriculture Development Committee (hereinafter the "SADC") for the purchase of the development easements on the Properties; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of **\$237,368.80** pursuant to CAF# 20-01188, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Lynda Juall Carpenito**, in the **Township of East Greenwich**, County of Gloucester, State of New Jersey for **\$237,368.80**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and, **Lynda Juall Carpenito** in regard to the County's purchase of development easements in the farm premises known as **Block 1107, Lot 6**, in the **Township of East Greenwich**, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

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

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

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

Lynda Juall Carpenito

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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**CONTRACT TO SELL DEVELOPMENT EASEMENTS**

**Transaction Summary**

**SELLER:** Lynda Juall Carpenito, having an address of 566  
Jefferson Road, Mullica Hill, NJ, 08062  
(hereinafter referred to as the "Seller")

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

**PROPERTY:** Lot 6, Block 1107, in the Township of East Greenwich,  
County of Gloucester, and State of New Jersey  
(hereinafter collectively the "Property")

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

**PRICE PER ACRE:** \$11,800.00      **ASSUMED ACREAGE:** Approximately  
20.116 acres

**ESTIMATED GROSS SALES PRICE:** \$237,368.80

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

**# OF EXCEPTION AREAS:** 1 / 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 (6<sup>th</sup>) day following the day that both parties have executed this agreement.

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

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

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

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

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

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

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

**BUYER:**

**COUNTY OF GLOUCESTER**

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

**Lynda Juall Carpenito**

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

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

\_\_\_\_\_  
Social Security Number

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY     )  
  ) ss:  
COUNTY OF GLOUCESTER    )

I certify to the following:

On \_\_\_\_\_, 2020, **Lynda Juall Carpenito**, 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.**



*Robert W. Frankenfield Associates*

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

November 5, 2018

Mr. Kenneth Atkinson, Director  
Farmland Preservation Program  
Gloucester County, Building A  
1200 North Delsea Drive  
Clayton, New Jersey 08312

Re: **Appraisal Report of Carpenito Property**  
East Rattling Run Road, Block 1107, Lot 6  
East Greenwich Township, Gloucester County, NJ

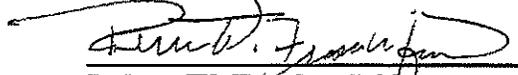
Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of October 16, 2018, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$15,500.	\$325,500.
Estimate of Property Value, After:	\$ 3,500.	\$ 73,500.
Estimate of Development Easement Value:	<u>\$12,000.</u>	<u>\$252,000.</u>

Respectfully Submitted,



Robert W. Frankenfield  
SCGRE 42RG00061300

**CERTIFICATION**

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

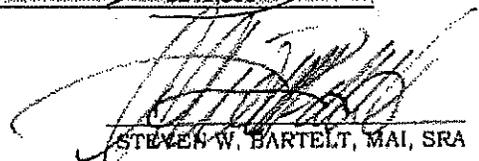
The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have appraised it previously.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 21+/- Net Acs
Before Easement	\$16,500	\$346,500
After Easement	\$5,000	\$105,000
Value of Development Easement	\$11,500	\$241,500



STEVEN W. BARTELT, MAI, SRA

26 October 2018

**Certification Report  
Meeting Date: January 24, 2019  
County PIG Program**

**SADC ID#08-0209-PG**

**County:** Gloucester County

**Municipality:** East Greenwich Township

**Owners:** Carpenito, Lynda Juall  
**Farm:** Carpenito, Lynda Juall

<b>County</b>	<b>Municipality</b>	<b>Block</b>	<b>Lot(s)</b>
Gloucester	East Greenwich Twp.	1107	6

**Acreage in Application:** 21.00 Net Acres (AOC)  
22.00 Gross Acres (AOC)

**Residential Opportunities/Exceptions:**

- # 0 RDSO's
- # 0 Existing Dwellings in Proposed Easement Area
- # 0 Severable Exceptions
- # 1 Non-Severable Exception of 1 acre for a future single family residential unit

**Value Conclusions - Current Zoning and Environmental Regulations**

**Per Acre**

Appraiser	Date	Before	After	Easement
Steven Bartelt	10/26/18	\$17,000	\$5,300	\$11,700
Robert Frankenfield	10/16/18	\$15,500	\$3,500	\$12,000
Robert Cooper (Reviewer)	10/26/18	\$16,800	\$5,000	\$11,800

**Total Value**

Appraiser	Date	Before	After	Easement
Steven Bartelt	10/26/18	\$357,000	\$111,300	\$245,700
Robert Frankenfield	10/16/18	\$325,500	\$ 73,500	\$252,000
Robert Cooper (Reviewer)	10/26/18	\$352,800	\$ 105,000	\$247,800

*SADC Certified Value*

**Note:** Both Appraisers and the reviewer used 21.00 net acres as instructed in the Appraisal Order Checklist.





**County of Gloucester Purchasing Department**

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

<b>PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS</b>	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
<b>NO.</b>	20-01188

Pg 1

<b>SHIP TO</b>	GLOUC. CO LAND PRESERVATION 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6451
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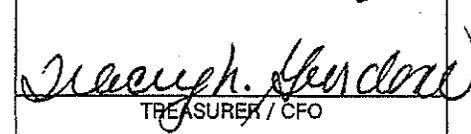
ORDER DATE: 02/07/20  
REQUISITION NO: R0-14687  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

VENDOR #: FOUND010

<b>VENDOR</b>	FOUNDATION TITLE, LLC 13000 LINCOLN DRIVE WEST SUITE 201 MARLTON, NJ 08053
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**SALES TAX ID # 21-6000660**

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF Resolution authorizing the purchase of a Development Easement on the Farm Property of Lynda Juall Carpenito, block 1107, Lot 6 in East Greenwich Township, valued at \$11,800.00 per acre and consisting of 20.116 acres, for a total price of \$237,368.80 for Farmland Preservation	T-03-08-509-372-20548 Farmland Preservation	237,368.8000	237,368.80
			TOTAL	237,368.80

<b>CLAIMANT'S CERTIFICATE &amp; DECLARATION</b>	<b>RECEIVER'S CERTIFICATION</b>	<b>APPROVAL TO PURCHASE</b>
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
<b>X</b>		 TREASURER / CFO
VENDOR SIGN HERE	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT
DATE	DATE	
TAX ID NO. OR SOCIAL SECURITY NO.		
DATE		

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

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

G-2

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH NEW JERSEY HISTORIC TRUST FOR A 2019 PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND GRANT IN THE AMOUNT OF \$142,500.00 FOR THE PERIOD JANUARY 2020 TO MARCH 2025**

**WHEREAS**, the County of Gloucester, through application authorized by resolution dated April 17, 2019, sought matching grant funds from the New Jersey Historic Trust for the 2019 Preserve New Jersey Historic Preservation Fund Capital Level 1 Grant, for the purpose of capital improvements to the James and Ann Whitall House at Red Bank Battlefield Park; and

**WHEREAS**, the County has received notification from New Jersey Historic Trust of award of historic preservation funding in the amount of \$142,500.00, with a 3:2 in-kind matching grant requirement of \$95,000.00, for a total amount of \$237,500.00, to be used to support identified projects at the Whitall House; and

**WHEREAS**, such funding approval requires the County to execute a grant agreement with the New Jersey Historic Trust, whereby the County agrees that funds received as a result of the approval will be subject to the conditions, policies, regulations and rules issued by the granting authority and that matching funds will be available to complete project within required time.

**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 authorized to attest to all documents necessary to effectuate a 2019 Preserve New Jersey Historic Preservation Fund Capital Level 1 Grant in the amount of \$142,500.00, with an in-kind match of \$95,000.00, for a total amount of \$237,500.00, for capital projects at the James and Ann Whitall House at Red Bank Battlefield Park, for the grant period January 2020 to March 2025; and

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

**BE IT FUTHER RESOLVED** that the Gloucester County Department of Parks and Recreation will be responsible for grant implementation.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2020 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**LAURIE BURNS,  
CLERK OF THE BOARD**