

**DRAFT AGENDA FOR JANUARY 18<sup>th</sup> MEETING**

Approval of the regular minutes from December 7, 2011, December 21, 2011, and the closed session minutes from November 22, 2011, December 7, 2011, and December 21, 2011

P-1 Proclamation recognizing the Glassboro High School Bulldogs Football Team for its accomplishments during the 2011 Season. (To be presented at the meeting) (Simmons)

**INTRODUCTION OF A BOND ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,750,000.00; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.** The 2012 Bonds are being issued to finance the acquisition, design, construction and equipping of new Cell 11B at the GC Solid Waste Complex. This will increase waste disposal capacity, preparation, and submission of the NJDEP permit application, as well as the acquisition, design, and construction of other related capital improvements at the Complex consisting of groundwater well installation, pump house maintenance, lockout on tanker loading pump station, leachate storage tank repairs, and gas collection system improvements, among other things.

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF LITIGATION ENTITLED MALESSIA LACY v. GC DEPT. OF CORRECTIONAL SERVICES, ET AL., DOCKET NO. GLO-L-1142-11 IN THE AMOUNT OF \$51,500.00.** This Resolution which will authorize settlement in the amount of \$51,500.00, in regard to the litigation matter of Malessia Lacy v. GC Department of Correctional Services, et al., Docket no. GLO-L-1142-11, as per recommendation by defense counsel for the County, based on the amount of settlement as compared to the cost to proceed to trial.

**A-2 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2012.** The Treasurer of Gloucester County submits the bill list for January for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed January 19, 2012.

**A-3 RESOLUTION AUTHORIZING 2011 APPROPRIATION RESERVE BUDGET TRANSFERS.** This resolution is needed to transfer funds from 2011 from department to department where needed to pay bills.

**TRANSFER FROM**

Electricity- OE	4,277.00
-----------------	----------

**TRANSFER TO**

Street Lighting - OE	1,600.00
Heating Oil- OE	<u>2,677.00</u>
	4,277.00

**A-4 RESOLUTION AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53, ET SEQ., MADE FOR THE OFFICE OF THE ASSESSOR AND OTHER EXPENSE IN A TOTAL AMOUNT OF \$2,187,620.00.** Resolution authorizing a special emergency appropriation pursuant to N.J.S.A. 40A:4-53, Et Seq., made for the Office of the Assessor and other expense in a total amount of \$2,187,620.00 – this resolution provides funding for the property revaluations the County Assessor will be contracting for this year. This type of funding method allows us to pay for this cost over a five year period, and delays a majority of the payment until the time the State has promised to refund us through the Regionalized Tax Assessor PILOT Program (2013).

**A-5 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT FOR THE COUNTY OF GLOUCESTER THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2012.** Annual resolution authorizing the County of Gloucester to purchase materials, supplies and equipment for the County of Gloucester under State of New Jersey contracts through the State's Cooperative Purchasing Program in accordance with N.J.S.A. 40A:11-12, and any other applicable statutes and regulations for the calendar year 2012.

**A-6 RESOLUTION TO PURCHASE TECHNICAL SUPPORT AND MAINTENANCE FOR THE PROPRIETARY SIEMENS XLS-V FIRE ALARM SYSTEM INCLUDING THE REQUIRED ANNUAL CERTIFICATION FOR THE JUSTICE CENTER FROM SIEMENS INDUSTRY, INC., IN AN AMOUNT NOT TO EXCEED \$67,365.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2013.** To purchase remote technical support and maintenance for the proprietary Siemens XLS-V fire alarm system including the required annual certification for the Justice Center and jail not including the parking garage, from Siemens Industry, Inc., of 2000 Crawford Place, Suite 300, Mt. Laurel, NJ 08054 to the County of Gloucester for an amount not to exceed \$67,365 pursuant to N.J.S.A. 40a:11-5dd.

**A-7 RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH APPRAISAL SYSTEMS, INC., FOR THE PROVISION OF PROFESSIONAL REEVALUATIONS (YEAR 2013) FOR THE BOROUGHES OF CLAYTON, PAULSBORO AND PITMAN AND THE TOWNSHIPS OF FRANKLIN, GREENWICH, LOGAN AND WOOLWICH FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT, WHICH CONTRACT SHALL BE OPEN-ENDED (RFP #011-058), AND SHALL HAVE A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$1,623,200.00.** A request for proposals (RFP #011-058) had been advertised and put on the County's web site for Phase III Revaluation of seven (7) municipalities (listed below). One proposal was received and reviewed from Appraisal Systems, Inc. The proposal was dated October 11, 2011. It was decided that Appraisal Systems, Inc. would be awarded the contract at a cost of \$1,623,200.

Borough of Clayton	\$201,756
Township of Franklin	\$503,482
Borough of Paulsboro	\$148,379
Township of Greenwich	\$136,564
Borough of Pitman	\$202,059
Township of Logan	\$188,548
Township of Woolwich	<u>\$242,412</u>
Total	\$1,623,200

**A-8 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH [REDACTED] IN THE AMOUNT OF \$ [REDACTED] COMENCING JANUARY 2012 THROUGH MARCH 31, 2012 FOR THE DEVELOPEMNT, PRINTING AND FIRST CLASS MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS AS REQUIRED UNDER NJSA 54:4-38.1 TO APPROXIMATELY 41,750 PROPERTY OWNERS WITHIN GLOUCESTER COUNTY. AS PER THE MOD-IV USER MANUAL REGUALTIONS IMPOSED BY THE DIVISION OF TAXATION, THE ASSESSMENT NOTICES MUST BE CREATED BY MOD-IV CERTIFIED PROGRAMS AT A CERTIFIED DATA CENTER LOCATION.** Resolution authorizing award of contract per PD-012-003 for the period of January 2012 through March 31, 2012 in the amount of \$ [REDACTED] for the development, printing and first class mailing of property assessment notification cards as required under NJSA 54:4-38.1 to approximately 41,750 property owners within Gloucester County. As per the MOD-IV user manual regulations imposed by the Division of Taxation, the assessment notices MUST BE created by MOD-IV certified programs at a certified data center location.

**A-9 RESOLUTION AUTHORIZING A DEED FROM THE COUNTY OF GLOUCESTER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("GCIA") FOR A CERTAIN 111.40 ACRE TRACT KNOWN AS BLOCK 1401 LOT 6 IN EAST GREENWICH TWP AND AUTHORIZING A LEASE FROM THE GCIA TO THE COUNTY FOR THE OFFICE SPACE USED ON THIS TRACT BY THE COUNTY.** Resolution authorizing a Deed from the County of Gloucester to the Gloucester County Improvement Authority for Block 1401; Lot 6 in order to run and operate the 60 bed Shady Lane Nursing Home and the Shady Lane Development Center. This Resolution also authorizes a Lease from Gloucester County Improvement Authority to the County of Gloucester for the office space in the original permanent structure being utilized by various departments within the County. The transfer of this Deed from the County of Gloucester to the Gloucester County Improvement Authority will be in the amount of \$1.00.

**A-10 RESOLUTION APPOINTING KATHLEEN A. LOVE-MOORE TO THE LIBRARY BOARD.**

**A-11 RESOLUTION PLACING THE CULTURAL & HERITAGE COMMISSION UNDER THE GLOUCESTER COUNTY COLLEGE AND TRANSFERRING APPOINTMENT AUTHORITY TO THE COLLEGE BOARD OF TRUSTEES, AND AMENDING THE COUNTY RULES OF THE BOARD TO REMOVE THE JURISDICTION PROVISION OVER THE CULTURAL & HERITAGE COMMISSION.** The Cultural and Heritage Commission provides County residents exposure to all segments of the population through arts and cultural activities. The services of the Commission were transferred to the Gloucester County College in order to benefit County residents by providing more effective programming by the College's professional support staff and the program offerings available. For accuracy, it is necessary to remove jurisdiction over the Cultural & Heritage Commission from the Department of Government Services, and place it under the Gloucester County College, in conjunction with the transfer of appointment authority as to Commission members to the Gloucester County College Board of Trustees.

**A-12 RESOLUTION TO AUTHORIZE PARTICIPATION IN THE STATE HEALTH BENEFITS PROGRAM AND/OR SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM OF THE STATE OF NEW JERSEY.** Our insurance broker, Conner Strong and Buckelew, has recommended that the county participates in the state sponsored health and prescription program for all of its employees.

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**B-1 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #01 TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND FRENCH & PARRELLO ASSOCIATES, P.A., CONSULTING ENGINEERS, IN THE TOTAL CONTRACT AMOUNT OF \$17,000.00, RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$124,870.00.** The Resolution will authorize a Professional Services Contract Modification #01 with French & Parrello Associates, P.A., Consulting Engineers (107 Gilbreth Parkway, Suite 103, Mullica Hill, NJ 08062) in the amount of \$17,000.00 to provide additional Construction Management & Inspection Services per RFP-09-068 due to changes in the construction schedule that resulted in more inspection hours than included in the proposal for the Construction of the proposed Reconstruction of Tuckahoe Road, County Route 557, from 500 feet +/- north of Marsh Lake Branch to US Route 40, Harding Highway, Section 6, Franklin Township, Gloucester County, New Jersey. Federal Project No. STP-0178(109) Construction, Engineering Project #99-14FA. The expanded cost of \$17,000.00 creates a new contract total of \$124,870.00. The costs are 100% Federal Aid Funded.

**B-2 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #01 TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND FEDERICI & AKIN, P.A. IN THE TOTAL CONTRACT AMOUNT OF \$60,000.00 RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$160,000.00.** The Resolution will authorize the County to modify an existing Professional Services Contract with Federici & Akin, P.A., Consulting Engineers, 307 Greentree Road, Sewell, NJ 08080. The Amendment will provide for additional Inspection, Environmental and Design Services per RFP-11-038 for the project "Engineering and Inspection Services for Gloucester County Capital Projects Management" in the amount of \$60,000.00; the existing contract provides the County with additional Engineering and Inspection Services on an "as-needed/on-call basis." for a minimum amount of zero and a maximum amount of \$100,000.00 for a one year period beginning May 31, 2011 to May 30, 2012. The Amendment will increase the contract, allowing for a maximum amount of up to \$160,000.00 during this one-year period.

**B-3 RESOLUTION AUTHORIZING CONTRACT CLOSEOUT CHANGE ORDER, DECREASE #02-FINAL, WITH WALTERS MARINE CONSTRUCTION, INC. IN THE AMOUNT OF \$26,628.75 REGARDING COUNTY ENGINEERING PROJECT #06-17FA(2).** The Resolution will approve and authorize Contract Closeout Change Order Decrease #02-Final with Walters Marine Construction, Inc., 414 Woodbine-Ocean View Road, Ocean View, NJ 08230, to reflect final as-built quantities resulting in reductions and increases of the original contract quantities and an overall reduction of the original contract amount, in association with the project #06-17FA(2), "Reconstruction of Bridge 8-K-6, Grant Avenue over Little Ease Run in Franklin Township, Gloucester County" in the amount of \$26,628.75. This Project entailed removal and complete replacement of existing deteriorated and weight restricted bridge structure 8-K-6, and the resurfacing of the roadway on either side of the bridge structure and associated roadway improvements for a total distance of approximately 0.2 miles (+/-). The full depth pavement construction included installation of 6" of Dense Graded Aggregate Base Course, 4" of Superpave Base Course, and 2" of Superpave Surface Course. The roadway resurfacing included 2" of milling, along with the installation of 2" of Superpave Surface Course. Guide rail

was installed on each side of the bridge and approaches. The new structure consists of a pre-fabricated timber bridge on timber piles with a center pier. This project is 100% Federally Funded through the ARRA Stimulus Program as per Federal Project No.: BRZ-C00S (044) Engineering Project #06-17FA(2).

**B-4 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, INCREASE #02 WITH AMERICAN ASPHALT COMPANY, INC. IN THE AMOUNT OF \$37,142.41 REGARDING COUNTY ENGINEERING PROJECT # ENGRG. 08-09FA.** The Resolution will approve and authorize Contract Change Order Increase #02 with American Asphalt Company, Inc. 116 Main Street, West Collingswood Heights, NJ 08059, for Additional police traffic directors during construction instead of detours; additional concrete sidewalk due to ADA sidewalk ramp requirements; additional HMA driveway required around ADA sidewalk ramps; additional striping for revised turn-lane; and additional vertical curb and asphalt price adjustment, in association with the project "Resurfacing and Safety Improvements to Kings Highway, County Route 551, Section 1 between Asbury Station Road, County Route 684 and Quaker Road and Section 2 between Whiskey Mill Road, and the Mantua Creek in the Townships of Woolwich and East Greenwich, Gloucester County" in the amount of \$37,142.41. This change order increases the time of the contract by eighteen (18) days, due to extreme weather conditions and coordination with Conrail. This Project entailed milling and resurfacing with 2" of HMA surface course portions of Kings Highway, County Route 551, from Asbury Station Road (CR 684) to Quaker Road and from Whiskey Mill Road to Mantua Creek in the Townships of East Greenwich and Woolwich. The project also included the rehabilitation of the existing concrete base (as directed in the field), repair of existing bridge deck joints at the Mantua Creek bridge (Bridge 3-G-1), installation of new long life traffic stripes, raised pavement markers, guide rail, along with the resetting/replacement of existing signs. This project is 100% Federally Funded through the ARRA Stimulus Program as per Federal Project Number is FS-COOS(110), Engineering Project #08-09FA.

**B-5 RESOLUTION AUTHORIZING A CHANGE ORDER, INCREASE #01, WITH JPC GROUP, INC. IN THE AMOUNT OF \$208,635.45 REGARDING COUNTY ENGINEERING PROJECT #11-09FA (101).** The Resolution will approve and authorize Contract Change Order Increase #01 with JPC Group, Inc. (228 Blackwood-Barnsboro Road, Blackwood, NJ 08012) for increases, decreases and supplemental items to the existing November 09, 2011 contract award under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder, for the Emergency Project "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester", in the amount of \$1,453,440.00. The increase in the amount of \$208,635.45 will result in a new contract total of \$1,662,075.45. The contract covers emergency repairs at 24 locations throughout the County, due to Hurricane Irene Storm Damage, as listed below:

*West Boulevard, CR615 over Manaway Branch in Newfield and Franklin  
Tomlin Station Road, CR607 over Basgalore Creek in South Harrison  
Russell Mill Road over Basgalore Creek in Woolwich  
Russell Mill Road over Raccoon Creek in Woolwich  
Clayton Road, CR608 over Reed Branch in Clayton and Elk  
Franklinville Road, CR538 over unnamed tributary of the Raccoon Creek in South Harrison  
Clems Run Road, CR623 over Clems Run in Harrison  
Clems Run Road, CR623 over unnamed tributary of Raccoon Creek near Dillion Ct. in Harrison  
Clems Run Road, CR623 over unnamed tributary of Raccoon Creek near Griffin Road in Harrison  
Franklinville Road, CR538 over Poplar Branch in South Harrison  
Barnsboro Road, CR609 over Wrights Mill Stream in Harrison and Elk  
Malaga-New Brooklyn Road, CR536 over Four Mile Branch in Monroe  
Clems Run Road, CR623 over Wrights Mill Stream in Harrison and Elk  
Leonard Cake Road over Little Ease Run in Franklin  
Marshall Mill Road over Malaga Branch in Franklin  
Pitman-Jefferson Road, CR624 over branch of Edwards Run in Mantua  
Lambs Road, CR635 over Mantua Creek in Washington and Mantua  
Harrisonville-Swedesboro Road, CR668 over branch of Oldmans Creek in South Harrison  
Fish Pond Road, CR634 over Mantua Creek in Washington and Glassboro  
Lake Avenue, CR694 over Narraticon Run in Swedesboro  
Bells Lake Road over Bells Lake Stream in Washington  
Warrington Mill Road over Purgey Brook in Woolwich and East Greenwich  
Salina Road, CR715 over Bees Branch in Deptford and Washington Township  
Cedar Road, CR667 over Jefferson Branch in Harrison*

Permanent repairs are required in order to address emergent safety conditions which affect County facilities such as County bridge and culvert structures and/or County owned and maintained roadways. All repairs are required and are as a result of the damage created by Hurricane Irene. The project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments. This project is anticipated as 75% Federally reimbursable project. FEMA field inspected the damage as a result of the August 28, 2011 storm event. The project is expected to be reimbursable under the disaster declaration.

**B-6 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, DECREASE #3-FINAL, WITH DRISCOLL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$11,713.63 REGARDING COUNTY ENGINEERING PROJECT #08-05SA.** The Resolution will approve and authorize Contract Change Order Decrease #03-Final with Driscoll Construction Co., Inc. (809 Bethlehem Pike, P.O. Box 399, Spring House, PA 19477), for Adjusted quantities to reflect actual field conditions/as-built quantities. Supplemental Items are for labor associated with flood damages and attenuator replacement, for the project "Reconstruction of County Bridge 4-J-8, Barnsboro-Blackwood Road, County Route 603, over Mantua Creek, in the Townships of Mantua & Deptford, Gloucester County, New Jersey, Engineering Project 08-05SA," in the amount of \$11,713.63. This project entailed the replacement of the concrete bridge along Blackwood-Barnsboro Road over Mantua Creek with a single-span steel stringer bridge with a concrete deck. The bridge demolition and replacement were done in three (3) stages while maintaining traffic along Barnsboro-Blackwood Road, County Route 603. The project included the installation of inlets and drainage piping along the approaches, repaving of the HMA approach roadways, installation of guide rail, installation of concrete curbing, and pavement striping. This project shall be completed 240 days after notice to proceed. This project is 100% State Aid funded.

**DEPARTMENT OF HEALTH &  
EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**C-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR THE MAINTENANCE AND ADMINISTRATION OF A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 FOR A CONTRACT AMOUNT NOT TO EXCEED \$172,000.00 PAYABLE TO THE COUNTY OF GLOUCESTER.** Pursuant to N.J.S.A. 52:17B-83 each New Jersey County is obligated to either maintain an office of County Medical Examiner or jointly maintain a County Medical Examiner or jointly maintain a County Medical Examiner Office on a cooperative basis. This is in the best interest of the residents of both counties.

**C-2 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNDERWOOD MEMORIAL HOSPITAL FOR USE OF ITS MORGUE FOR THE MEDICAL EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$41,231.00.** The County Medical Examiner uses Underwood Memorial Hospital's morgue to perform autopsies pursuant to N.J.S.A. 40A12-3 et. seq. Underwood is compensated \$114.53 per autopsy.

**C-3 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE RENEWAL OF THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012, IN THE TOTAL AMOUNT OF \$664,476.00.** To Submit the 2012 Comprehensive Alcohol and Drug Abuse Services Grant Application to the New Jersey Dept. of Human Services/ Division of Mental Health and Addiction Services. This is a renewal application. Monies requested from the state are \$579,984.00. These dollars are provided for prevention and education, intervention, residential detoxification, residential treatment, outpatient treatment, halfway house continuing care, and recovery support services including Oxford House or sober living assistance through subcontracts with provider agencies. These funds also provide for the County's administration of it's provisions. There are required matching dollars of \$84,492.00. Total budget is \$664,476.

**C-4 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO AND ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR THE PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2012 IN THE TOTAL AMOUNT OF \$435,000.00.** A resolution authorizing the County of Gloucester to enter into a grant renewal agreement with the NJ Department of Human Services, Division of Disability Services for the 2012 contract for the Personal Assistance Services Program, contract #12ARHS. The grant request is for \$435,000.00 for the period of 1/1/12 – 12/31/12. These funds are for the specific purpose of providing personal assistance to Gloucester County residents between the ages of 18 and 70 who have physically disabilities, are working, going to school or actively volunteering in their community.

**C-5 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM TO PROVIDE CERTAIN MENTAL HEALTH SERVICES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.** The County of Salem desires to designate the Mental Health Administrator of the County of Gloucester as the Mental Health Administrator of the County of Salem for purposes of the enforcement and provision of N.J.S.A Title 30, Subtitle 6A, Chapter 9A-3. The County of Salem shall reimburse the County of Gloucester \$30,000 annually toward the cost of services provided by the Mental Health Administrator, inclusive of \$2,000 in an annual travel expense allotment, payable to Gloucester County on a quarterly basis.

**C-6 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO JOINTLY PROVIDE NECESSARY SERVICES FOR WASTE FLOW CONTROL AND RECYCLING COMPLIANCE.** The County and the GCIA are entering into a Shared Services Agreement to pool their resources to jointly provide necessary services and implementation of the Waste Flow Control and Recycling Compliance portion of the Solid Waste Control Work Program of the CEHA work program.

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**D-1 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COOPER NOTIFICATION, INC., FOR CONTINUING SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF \$35,000.00, WHICH WILL BE PAID FROM THE FY11 HOMELAND SECURITY GRANT, FOR THE PERIOD BEGINNING JANUARY 1, 2012 AND ENDING DECEMBER 31, 2012.** Resolution authorizing Gloucester County to enter into a contract for the Roam Secure Alert Network System (Gloucester Alert) with Cooper Notification, INC. for a total amount of \$35,000.00 with an option to extend contract for (2) one year periods. Gloucester Alert is a text messaging system which subscribers with the county in cases emergencies and disasters. The system will be funded by the FY11 Homeland Security Grant.

**D-2 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FOR THE FY2012 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT IN AN AMOUNT UP TO \$55,000.00 AND IN ADDITION TO THE ACCEPTANCE OF \$5,000.00 FOR FOUR MUNICIPALITIES TO BE DIRECTLY FUNDED BY THE STATE EMERGENCY MANAGEMENT, FOR A PERIOD BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012.** Resolution authorizing the application and acceptance of funds for the FY 2012 Emergency Management Performance Grant in the total amount of \$55,000.00 for Gloucester County and \$5,000.00 for each of the following municipalities East Greenwich, Washington Township, Franklin Township and Monroe Township for the grant period of January 1, 2012 to December 31, 2012. As appropriated by the *Department of Homeland Security Appropriations Act, 2010* (Public Law 111-83), the Fiscal Year (FY) 2012 Emergency Management Performance Grants (EMPG) Program provides \$55,000 to assist the Gloucester County Office of Emergency Management in enhancing and sustaining their all-hazards emergency management capabilities. And \$5,000.00 to assist the four municipality.

**D-3 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH COOPER MONUMENT COMPANY FOR AN ADDITIONAL TWO YEAR PERIOD COMMENCING FEBRUARY 2, 2012 AND CONCLUDING FEBRUARY 1, 2014 FOR THE ENGRAVING OF NICHE COVERS FOR THE GLOUCESTER COUNTY VETERANS CEMETERY.** This Resolution authorizes and extension of contract with Board of Chosen Freeholders of the County of Gloucester, and the Cooper Monument Company of Barrington, New Jersey (PD-11-007) for a period of two years. The contract is for the engraving of niche covers at the Columbarium Wall at the Gloucester County Veterans Memorial Cemetery, and is inclusive of all labor and materials required.

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**E-1 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES FOR A TERM OF ONE YEAR, BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012.** Resolution authorizing the County of Gloucester to enter into contracts for Human Services for a term of one year, beginning January 1, 2012 and terminating December 31, 2012, with the following entities:

- A) Center for Family Services, Inc., to provide shelter care and housing for juveniles in family crisis, for a minimum contract amount of zero and a maximum contract amount of \$90,734.00
- B) Center for Family Services, Inc., to provide after school treatment programs for Gloucester County community youth, for a minimum contract amount of zero and a maximum contract amount of \$82,460.00
- C) the ARC Gloucester, to provide programs for the mentally challenged citizens of Gloucester County, for a minimum contract amount of zero and a maximum contract amount of \$22,000.00
- D) the Abilities Center of Southern New Jersey, to provide programs for the mentally challenge citizens of Gloucester County, for a minimum contract amount zero and a maximum contract amount of \$25,000.00
- E) Newpoint Behavioral Health Center, to provide emergency screening services for citizens in need of psychiatric services, for a minimum contract amount of zero and a maximum contract of \$45,000.00
- F) Newpoint Behavioral Health Center, to provide outpatient services, including psychiatric evaluations and medication monitoring, for a minimum contract amount of zero and a maximum contract amount of \$151,000.00
- G) Newpoint Behavioral Health Center, to comply with N.J.A.C. Title 8, Chapter 52, for a minimum contract amount of zero and a maximum contract amount of \$17,500.00

**E-2 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES FOR A TERM OF ONE YEAR, BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012, WITH THE OPTION TO EXTEND TWO (2) ONE (1) YEAR PERIODS.** Resolution authorizing the County of Gloucester to enter into contracts for Human Services for a term of one year, beginning January 1, 2012 and terminating December 31, 2012, with the option to extend two (2) one year (1) periods to the following entities:

- A) Robins' Nest, inc., to provide a diversion and restorative justice program for youth, for a minimum contract amount of zero and a maximum contract amount of \$42,000.00
- B) Robins' nest, inc., to provide a therapeutic counseling program for youth who have been victims of sexual abuse or assault, for a minimum contract amount of zero and a maximum contract amount of \$42,000.00
- C) Robins' Nest, inc., to provide employment assistance, educational advocacy and supportive work for adolescent probation and parole clients, for a minimum contract amount of zero and a maximum contract amount of \$65,000.00
- D) Youth Advocate Program, Inc., to provide gang and delinquency prevention program for youth in Paulsboro and Glassboro, for a minimum contract amount of zero and a maximum contract amount of \$41,000.00
- E) Center for Family Services, Inc., to provide therapeutic evaluation and counseling program for juvenile sex offenders, for a minimum contract amount of zero and a maximum contract amount of \$50,000.00
- F) Robins' Nest, Inc., to provide a cognitive life skills program for juvenile probationers, for a minimum contract amount of zero and a maximum contract amount of \$18,000.00
- G) Woodbury City Board of Education, to provide 12-month after-school and summer program for targeted youth, especially minorities, in grades 3-5, for a minimum contract amount of zero and a maximum contract amount of \$60,000.00

**E-3 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY FOR GRANTS AND EXECUTE GRANT APPLICATIONS THROUGH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE TITLE XX GRANT FUNDS, IN THE TOTAL AMOUNT OF \$60,733.00; THROUGH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE FY2012 SOCIAL SERVICES HOMELESS GRANT, FOR AN AMOUNT NOT TO EXCEED \$287,766.00; THROUGH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR THE FY2012 HUMAN SERVICES PLANNING GRANT, FOR AN AMOUNT NOT TO EXCEED \$112,146.00.** The Division of Transportation Services seeks to apply for the 2012 Title XX grant, in the total amount of \$60, 733.00, with a local in-kind match of \$5,384.00 for a total amount of \$66,117.00, which will assist the County of Gloucester in providing better transportation services for elderly individuals, blind and visually impaired persons, person with disabilities and low-income residents who are SSBG eligible and unable to utilize public and/or conventional

transportation. The County of Gloucester desires to submit a Grant application and enter into an Agreement with the New Jersey Department of Human Services for the FY2011 Social Services for the Homeless Grant, the grant provides \$287,766.00 in SSH funds (\$216,546.00 in SSH State Funding and \$71,220 in SSH TANF Funding) for services to residents who are working poor and do not qualify for emergency assistance, general assistance, SSI or SSD, and those who are TANF eligible but not receiving TANF. The Gloucester County Board of Chosen Freeholders finds a need to provide four separate programs consisting of support to the Human Services Advisory Counsel (HSAC) and provide administrative support to the County Inter-Agency Coordinating Counsel for Children (CIACC) and for support of the Commission on Missing and Abused Children. In addition, it provides support to a joint effort between the G.C. Department of Health and Senior Services and the G.C. Department of Human Services for the "Prevention of Adolescent Pregnancy Program", the County of Gloucester is eligible to receive a grant entitled FY2012 Human Services Planning Grant, the total amount of the grant is \$112,146.00 (\$105,466.00 State share and \$6,700.00 County share) for the programs.

**E-4 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES CLIENTS, FOR THE PERIOD FEBRUARY 1, 2012 THROUGH JANUARY 31, 2013, FOR A MINIMUM AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$360,000.00.** The Gloucester County Division of Social Services purchases bus passes from NJ Transit for clients receiving financial and housing assistance. As per DFD Instruction NO. 07-7-2 Regulatory Reference: N.J.A.C. 10:90-5.4 The County or Municipal Agency, as appropriate, shall make transportation services available to WFNJ/GA/TANF recipients. New Jersey Transit is a government entity and thus exempt from the bid process. The Division purchases single and monthly passes for clients who have no transportation and must travel looking for housing, to attend mandatory bi-monthly Housing Workshops, to look for and retain employment, to attend One Stop employment related activities and for medical transportation. The monthly cost is approximately \$27,000.00. This amount is paid from a combination of program funds, grant monies and Medicaid. This agreement to purchase bus passes is for a minimum contract amount of Zero and a maximum contract amount of \$360,000.00, for the period 2-1-2012 to 1-31-2013, if approved by the Gloucester County Board of Chosen Freeholders.

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**F-1 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$397,500.00.** Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed \$397,500.00 for the year (open-ended). In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

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

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

**F-2 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH TTMS, INC. (THE TOTAL MAILING SYSTEM) FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FOR THE MINIMUM CONTRACT AMOUNT OF ZERO AND THE MAXIMUM CONTRACT AMOUNT OF \$38,000.00 FOR THE PERIOD COMMENCING JANUARY 1, 2012 AND CONCLUDING DECEMBER 31, 2012.** The Total Mailing System, Inc. (TTMS) provides services for mailing sample ballots for the Primary, General, and for all school and

special elections throughout the coming year. From the data supplied by the Superintendent of Elections, TTMS imprints the sample ballots with the voter's name, address, and polling location, sorts, and delivers to the post office. The rate for 2012 is \$0.0395 per piece. Due to postal regulations, TTMS will put a tab (wafer seal) on the sample ballots, if required. Their rate for 2012 is \$0.008 per piece. At the request of the United States Post Office we are putting two wafers on each piece. By using the tab, it allows us to use the automated process; and therefore, we receive a lower postage rate. The amount of \$38,000 is approximate and is based on the number of registered voters and how many elections there are for the year (three annual elections and various unknown school and special elections that may be scheduled).

**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING A CONTRACT WITH JDJ PETS D/B/A PETS PLUS FOR THE SUPPLY AND DELIVERY OF BULK ANIMAL FOOD AND CAT LITTER TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$24,000.00 WITH THE COUNTY HAVING THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO (2) YEAR PERIODS OR TWO (2) ONE (1) YEAR PERIOD.**

Resolution awarding the contract to JDJ Pets – DBA Pets Plus for supply and delivery of bulk animal food and cat litter to the Gloucester County Animal Shelter as set forth on the bid summary sheet and specification PD# 11-062 for the maximum amount of \$24,000.00 annually commencing January 1, 2012 and ending December 31, 2012.

**MINUTES**

7:30 p.m. Wednesday, December 7, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

**Roll Call**

	Present	Absent
Damminger	X	
W. Wallace	X	
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

**Changes to the Agenda****Approval of the regular minutes from November 9, 2011.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace					X
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46180 Proclamation to Honor Joshua Manning. Joshua distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (previously presented) (Chila)

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

**OPEN**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF ADMINISTRATION****DIRECTOR DAMMINGER  
DEPUTY DIRECTOR W. WALLACE**

**46181 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED KENNETH WARFIELD v. GLOUCESTER COUNTY, C.P. NO. 2004-26802, AND MALESSIA LACY v. GC DEPT. OF CORRECTIONAL SERVICES, ET AL., DOCKET NO. GLO-L-1142-11.** The general nature of the subject to be discussed at the closed meeting of December 7, 2011, shall be the possible settlement of the Workers' Compensation claim captioned Kenneth Warfield v. Gloucester County, Claim Petition number 2004-26802, and litigation entitled Malessia Lacy v. GC Department of Correctional Services, et al., Docket no. GLO- L-1142-11.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46182 RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY PINELANDS COMMISSION PURSUANT TO N.J.A.C. 7:50-4.52(c)1.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46183 RESOLUTION SUPPORTING THE NEW JERSEY DIVISION OF FIRE SAFETY.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46184 RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS****FREEHOLDER SIMMONS  
FREEHOLDER CHILA**

**46185 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE TOTAL PY 2011 CONTRACT AMOUNT BY \$50,000.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46186 RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE U.S. DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT FOR THE HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$50,000.00.** The County of Gloucester is requesting Freeholder Director Robert Damminger to execute an Agreement between the County of Gloucester and the U.S. Department of Agriculture, Rural Development for the Housing Preservation Grant in the amount of \$50,000.00. The Housing Preservation Grant will provide low income residents with Owner occupied Rehabilitation and emergency repairs to their homes, if they qualify and live in eligible Municipalities throughout Gloucester County.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46187 RESOLUTION AUTHORIZING A FLASHING SIGNAL AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WOOLWICH.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila					X
DiMarco		X	X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46188 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #5 TO CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND T&M ASSOCIATES IN THE AMOUNT OF \$25,000.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46189 RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT MODIFICATION #1 TO FEDERAL AID AGREEMENT # 09-DT-BLA-497 BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE NJ DEPT. OF TRANSPORTATION TO DECREASE FUNDING IN THE AMOUNT OF \$1,498,314.00, RESULTING IN THE NEW TOTAL AGREEMENT AMOUNT OF \$2,628,616.00 AS TO FEDERAL PROJECT #FS-0177 (106).**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46190 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$65,108.28.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF HEALTH & EDUCATION**

**DEPUTY DIRECTOR W. WALLACE  
FREEHOLDER CHILA**

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

**FREEHOLDER CHILA  
FREEHOLDER DIMARCO**

**46191 RESOLUTION AUTHORIZING THE PURCHASE OF A MAINTENANCE CONTRACT FROM JOHNSTON COMMUNICATIONS ON THE SENTINEL FOR AVAYA 9-1-1 TELEPHONE EQUIPMENT THROUGH STATE CONTRACT NUMBER A69907 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$43,016.42 FOR PERIOD OCTOBER 31, 2011 THROUGH SEPTEMBER 30, 2012.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder Chila commented on Pearl Harbor today and the cemetery wreaths of remembrance.

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR W. WALLACE**

**46192 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM 2011 GRANT CONTRACT AND ACCEPT THE FUNDS FOR THIS AGREEMENT IN AN AMOUNT NOT TO EXCEED \$10,000.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**46193 RESOLUTION AUTHORIZING MODIFICATION BY AND BETWEEN GLOUCESTER COUNTY AND NJ TRANSIT TO THE 2009 JOB ACCESS AND REVERSE COMMUTE (JARC) ROUND 11 GRANT FUND BY \$199,859.40 AND EXTENDING THE TERM OF THE GRANT THROUGH JUNE 30, 2013**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**46194 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2012 GLOUCESTER COUNTY COMPREHENSIVE ALCOHOLISM AND DRUG ABUSE PLAN (AN UPDATE OF THE 2011 PLAN) TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**46195 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC., CENTER FOR FAMILY SERVICES (CAMDEN-SERV), CENTER FOR FAMILY SERVICES (YOUTH CENTER), CENTER FOR FAMILY SERVICES (MOTHER/CHILD), CENTER FOR FAMILY SERVICES (WILLIAMSTOWN), SHRI JAI GIANESH T/A PRIMROSE, NAP INC. T/A MAYFAIR, SHIV-PARVATI LLC T/A RAINBOW, IMPU INC., T/A ROYAL INN, SALEM COUNTY WOMAN'S SERVICES, WILLIAMSTOWN PROP/PIKE INN, RELAX MOTEL, MOTEL 6, BEACON HOME FOR WOMEN AND NJ ASSOC ON CORRECTIONS.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER L. WALLACE  
FREEHOLDER DIMARCO**

**46196 RESOLUTION AUTHORIZING STATE CONTRACT A70801 WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA, FROM DECEMBER 1, 2011 TO SEPTEMBER 30, 2012 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$39,500.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments:

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**46197 RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$125,000 FOR EACH CONTRACT AS PER RFP 11-048 TO FRALINGER ENGINEERING, PA, TAYLOR, WISEMAN, TAYLOR, BACH ASSOCIATES AND FEDERICI AND AKIN, PA FOR THE PROVISION OF ENGINEERING AND SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Adjournment 7:51 pm

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**MINUTES**

7:30 p.m. Wednesday, December 21, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Damminger	X	
W. Wallace	X	
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda – pull G-4, Bill List as amended

Approval of the regular minutes November 22, 2011 and closed session minutes from November 9, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46199** Proclamation in honor of Mary Folker for her dedicated service to her community (previously presented) (L. Wallace)

**46200** Proclamation honoring Sgt. Bruce Scott and his arson S-9, T.K. upon T.K.'s retirement on September 30, 2011 from the Gloucester County Sheriff's Office. (to be presented) (Sheriff Morina)

**46201 PUBLIC HEARING AND ADOPTION OF A BOND ORDINANCE AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL IMPROVEMENTS, THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT AND THE ACQUISITION OF CERTAIN REAL PROPERTY FOR THE GLOUCESTER COUNTY COLLEGE, IN THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$7,551,800 THEREFORE; 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 \$7,551,800; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

## ADOPT

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons					X
Nestore			X		
L. Wallace			X		

Comments: N/A

**46202 PUBLIC HEARING AND ADOPTION OF A BOND ORDINANCE AUTHORIZING THE CONSTRUCTION OF VARIOUS EMERGENCY BRIDGE AND ROADWAY IMPROVEMENTS AND REPAIRS IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$2,500,000 THEREFORE; 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 \$2,375,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

## OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

## CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

## ADOPT

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

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

## OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
DEPUTY DIRECTOR W. WALLACE

**46203 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED ANDREW MCCLAVE v. GLOUCESTER COUNTY, C.P. NO. 2010-26868, AND KENNETH WARFIELD v. GLOUCESTER COUNTY, C.P. NO. 2004-26802.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46204 RESOLUTION AUTHORIZING THE REIMBURSEMENTS TO THE BOROUGH OF GLASSBORO (IN THE AMOUNT OF \$148,800.00); THE BOROUGH OF NATIONAL PARK (IN THE AMOUNT OF \$14,693.49); THE BOROUGH OF SWEDESBORO (IN THE AMOUNT OF \$13,223.12); AND THE TOWNSHIP OF WEST DEPTFORD (IN THE AMOUNT OF \$47,830.40) FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons					X
Nestore			X		
L. Wallace			X		

Comments: N/A

**46205 RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46206 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46207 RESOLUTION AUTHORIZING A CONTRACT WITH STRATEGIC PRODUCTS AND SERVICES THROUGH STATE CONTRACT #A42285 TO PURCHASE TELEPHONE SWITCHES AND OTHER NECESSARY HARDWARE ALONG WITH A MAINTENANCE CONTRACT FOR A MAXIMUM CONTRACT AMOUNT OF \$130,000.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46208 RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FOR A PERIOD OF ONE YEAR COMMENCING DECEMBER 21, 2011 AND TERMINATING DECEMBER 20, 2012 TO 1) TODD & BLACK, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$95,000.00; 2) STEVEN M. BARTELT, MAI FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 3) MOLINARI & ASSOCIATES, PC FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 4) APPRAISAL SYSTEMS, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00; 5) J. MCHALE & ASSOCIATES, INC. FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$45,000.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46209 RESOLUTION APPROVING PREPARATION OF CONDO DEEDS FOR THE PARKING GARAGE AND JUSTICE COMPLEX LISTED UNDER BLOCK 121, LOT 1, FORMERLY KNOWN AS BLOCK 121, LOTS 1, 2, 3, 8, 9, 10, 10.04, 10.05, 14.15, 16, 17, 18, 19, 21.01, 22, 23 AND 25.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46210 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER, 2011.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		11-09349
Nestore			X	11-11438	11-08868 11-09971 11-10180 11-10179 11-11094 11-09976 11-09977 11-10913 11-09637
L. Wallace			X	PG 44-48 11-11438 11-10125	

Comments: N/A

**46211 RESOLUTION SETTING FORTH DATE, TIME, AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 6, 2012 AT 6:00 PM, IN THE CEREMONIAL COURTROOM.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHILA**

**46212 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE A WORKPLACE LITERACY ALTERNATIVE WORK EXPERIENCE (AWEP) PROGRAM DECEMBER 1, 2011 THROUGH NOVEMBER 30, 2012 FOR A MAXIMUM CONTRACT AMOUNT OF \$200,000.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons					X
Nestore			X		
L. Wallace			X		

Comments: N/A

**46213 RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT; TRANSFERRING FUNDS OF \$17,532.42 FROM DISLOCATED WORKER TO THE ADULT PROGRAM FOR THE GRANT PERIOD JULY 1, 2010 TO JUNE 30, 2011.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46214 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO NJDOT FEDERAL AID AGREEMENT #11-DT-BLA-613 FOR FEDERAL FUNDING AVAILABLE IN AN AMOUNT NOT TO EXCEED \$1,983,154.00, FOR THE RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD (CR553) 1000' N. OF CLAYTON AVENUE (CR 608) TO SALEM COUNTY LINE IN THE TOWNSHIPS OF ELK AND FRANKLIN, GLOUCESTER COUNTY. The**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46215 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER #01-INCREASE WITH SOUTH STATE, INC. IN THE AMOUNT OF \$40,286.89 REGARDING COUNTY ENGINEERING PROJECT 05-01SA.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46216 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #03-FINAL WITH SOUTH STATE, INC., IN THE AMOUNT OF \$122,633.71 REGARDING COUNTY ENGINEERING PROJECT #99-14FA.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46217 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #01-FINAL, WITH NUPUMP CORPORATION IN THE AMOUNT OF \$649.50 REGARDING COUNTY ENGINEERING PROJECT #11-09FA(19).**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46218 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER, DECREASE #01-FINAL, WITH NUPUMP CORPORATION IN THE AMOUNT OF \$14,754.80 REGARDING COUNTY ENGINEERING PROJECT #11-09FA(100).**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46219 RESOLUTION AWARDED A SPLIT CONTRACT FOR NATURAL GAS SUPPLY SERVICE FOR THE COUNTY OF GLOUCESTER TO HESS CORPORATION AND WOODRUFF ENERGY FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$300,000.00 ANNUALLY PER COMPANY PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, WHICH THE CONTRACTS SHALL BE EFFECTIVE AS OF THE DECEMBER 2011 METER READING DATES AND ENDING WITH THE NOVEMBER 2014 METER READING DATES.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46220 RESOLUTION URGING THE FEDERAL GOVERNMENT TO PREVENT THE CLOSING OF THE BELLMAWR POST OFFICE.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF HEALTH &  
EDUCATION****DEPUTY DIRECTOR W. WALLACE  
FREEHOLDER CHILA****46221 RESOLUTION AUTHORIZING A GRANT APPLICATION AND PROPOSAL TO THE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUESTING CERTAIN FUNDING UNDER  
THE COUNTY ENVIRONMENTAL HEALTH ACT FOR 2012.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS****FREEHOLDER CHILA  
FREEHOLDER DIMARCO****46222 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2011 HOMELAND SECURITY  
GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND  
PREPAREDNESS IN THE AMOUNT OF \$326,977.28.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46223 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VICTOR A. HERESNIAK,  
D.O., F.A.C.E.P. FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR  
FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, FOR A MINIMUM CONTRACT  
AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$80,000.00, FOR THE PERIOD COMMENCING  
DECEMBER 22, 2011 AND CONCLUDING DECEMBER 21, 2012.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES****FREEHOLDER NESTORE  
DEPUTY DIRECTOR W. WALLACE****46224 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN  
FREEHOLDERS TO APPROVE PAYMENTS FOR NON-MATCHABLE SYSTEM PAYMENTS  
REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY UNDER N.J.S.A. 30:1-12.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**46225 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO EXECUTE A CONTRACT AMENDMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND NEW JERSEY TRANSIT TO MODIFY THE FFY'2008 JOB ACCESS AND REVERSE COMMUTE (JARC) ROUND 10 GRANT FUND EXTENDING PERIOD OF AVAILABILITY OF FUNDS THROUGH JUNE 30, 2012.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco			X		
Simmons			X		
Nestore	X		X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER L. WALLACE  
FREEHOLDER DIMARCO**

**46226 RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN GLOUCESTER COUNTY.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**46227 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF \$21,391.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$7,130.00, FOR A TOTAL AMOUNT OF \$28,521.00 FOR THE PERIOD AUGUST 1, 2011 THROUGH JUNE 30, 2012.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**46228 RESOLUTION URGING THE STATE OF NEW JERSEY TO RESTORE FUNDING TO THE PUBLIC ARCHIVES AND RECORDS INFRASTRUCTURE SUPPORT (PARIS) GRANT PROGRAM.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**46229 RESOLUTION AUTHORIZING THE GRANT APPLICATION FOR ENFORCING THE UNDERAGE DRINKING LAWS ("COPS IN SHOPS") STATE BLOCK GRANT THROUGH THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR THE PERIOD JUNE 1, 2012 TO MAY 31, 2013 IN THE TOTAL AMOUNT OF \$36,000.00.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**46230 RESOLUTION OPPOSING PROPOSED SENATE BILL AYO11832 WHICH PROPOSES TO CREATE MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS 2.0).**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**46231 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT MADE BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WASHINGTON TO PROVIDE LANDSCAPE DESIGN SERVICES.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46232 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF WENONAH TO PROVIDE LANDSCAPE DESIGN SERVICES.**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**46233 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF BRIAN HORNE IN THE TOWNSHIP OF HARRISON KNOWN AS BLOCK 34, LOT 37, CONSISTING OF APPROXIMATELY 11.466 ACRES, IN THE AMOUNT OF \$204,668.10 (CERTIFIED AT \$17,850.00 PER ACRE).**

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**G-4 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING THE FARM PROPERTY OF DAVIDSON GROUP, LLC, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 6, LOT 7, CONSISTING OF APPROXIMATELY 23.152 ACRES, IN THE AMOUNT OF \$420,208.80 (CERTIFIED AT \$18,150.00 PER ACRE).**

	Motion	Second	Yes	No	Abstain
Damminger	<b>PULLED</b>				
W. Wallace					
Chila					
DiMarco					
Simmons					
Nestore					
L. Wallace					

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments:

- Terry Holovachuck from West Deptford made a comment about the Open Public Meetings Act (OPMA) and transparency.
- Elk Twp. Committeeman Mike Pantaleo made comments about the Open Public Meetings Act (OPMA) and the Cimino case. He asked how the Freeholders felt about OPMA

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Adjournment 8:35 PM

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**HONORING  
THE GLASSBORO HIGH SCHOOL BULLDOGS FOOTBALL TEAM  
FOR ITS OUTSTANDING PERFORMANCE  
DURING THE 2011 SEASON**

**WHEREAS**, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Glassboro High School Bulldogs Football Team for their outstanding efforts in the sport of football, especially during the 2011 season; and

**WHEREAS**, the Bulldogs can lay claim to four South Jersey Group I titles in a five-year span, winning the South Jersey Group I Championship, the Tri-Championship of the Diamond Division of the West Jersey Football League, the NJSIAA South Jersey Group One Sectional Championship, and by finishing this season with an overall record of 10 wins and 2 losses; and

**WHEREAS**, the members of the Glassboro High School Bulldogs Football Team are Kyle Murzyn, Jwan Johnson, Layton Hoxey, Corey Clement, Tony Colon, Antoine Alicea, Quinton Rothmiller, Michael Harris, Jihad Corbin, David Gaines, Michael Gillespie, Quentin Parham, CJ Smith, Mike Maldonado, Juliano Morrone, Ronnie James, Que heim Murphy, Jonathon Crawford, Jameel Murray, Torin Smalls, LaRon Washington, Donovan Thomas, Alex Maggio, Enrique Santiago, Chase Collins, Brandon Taylor, Chris Hairston, Dan Klaszky, Brandon Denny, Tyler Positrivo, Francis Ramirez, Mike Silvestro, Eric Martin, Elijah Brown, Quinn Haliwanger, Jason Kellum, Jaghirpal Channa, Anthony Wiley, Edmund Lonezak, Eric Weiss, Tom Rementer, Tom Petty, Luis Torres, Jwan Johnson, Von Williams, Tyrone McAllister, and Chris Gundrum ; and

**WHEREAS**, under the capable guidance of Head Coach Mark Maccarone and Assistant Coaches Greg Maccarone, Abdul Payne, Merritt Bowman, Jamie Cleary, Dave Murnane and Shawn Dugan, these exceptional athletes have demonstrated the finest qualities of true champions; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Deputy Director Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby honor and congratulate the Glassboro High School Bulldogs Football Team for its outstanding performance during the 2011 season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

**IN WITNESS WHEREOF**, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe "Joe" Chila  
Freeholder Deputy Director

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

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

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

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST:

\_\_\_\_\_  
Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,750,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH**

**BACKGROUND**

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

**WHEREAS**, on July 8, 1992, the Authority adopted a resolution entitled, "RESOLUTION AUTHORIZING THE ISSUANCE OF SOLID WASTE REVENUE BONDS (LANDFILL PROJECT) OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY" ("General Bond Resolution"), as amended and supplemented by a resolution adopted by the Authority on September 9, 1992 and entitled, "SERIES 1992 SUPPLEMENTAL RESOLUTION NO. 1 AMENDING CERTAIN PROVISIONS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY'S GENERAL BOND RESOLUTION DULY ADOPTED JULY 8, 1992" ("First Supplemental Resolution"), pursuant to which the Authority, among other things, issued three series of its Bonds (as defined in the General Bond Resolution) consisting of: (i) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series A) in the aggregate principal amount of \$26,500,000 ("1992 Series A Bonds"); (ii) Federally Taxable County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series B) in the aggregate principal amount of \$2,665,000 ("1992 Series B Bonds"); and (iii) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series C) in the aggregate principal amount of \$7,600,000 ("1992 Series C Bonds" and together with the 1992 Series A Bonds and the 1992 Series B Bonds, the "1992 Bonds") to provide for, among other things, the refunding of all of the outstanding 1987 Bonds (as defined in the General Bond Resolution), 1988 Bonds (as defined in the General Bond Resolution) and 1991 Bonds (as defined in the General Bond Resolution) issued by the Authority pursuant to the Prior General Bond Resolution (as defined in the General Bond Resolution) (collectively, the "1992 Refunding Project"); and

**WHEREAS**, punctual payment, when due, of, *inter alia*, the principal of and interest on the 1992 Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board of the County on April 24, 1985 ("Original Guaranty Ordinance"), as amended by a guaranty ordinance of the County finally adopted by the Board on June 1, 1988 ("First Amending Guaranty Ordinance"), a guaranty ordinance of the County finally adopted by the Board on January 23, 1991 ("Second Amending Guaranty Ordinance") and a guaranty ordinance of the County finally adopted by the Board on July 22, 1992 ("Third Amending Guaranty Ordinance"); and

**WHEREAS**, on May 14, 2003, the Authority issued its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 2003 Refunding Series A) in the aggregate principal amount of \$9,645,000 ("2003 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution and a resolution adopted by the Authority on January 16, 2003 and entitled, "SUPPLEMENTAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY: (i) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$15,000,000 OF THE AUTHORITY'S COUNTY

GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, 2003 REFUNDING SERIES A); (ii) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (iii) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (iv) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (v) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Second Supplemental Resolution") to finance the current refunding of \$13,605,000 aggregate principal amount of the 1992 Series A Bonds maturing on September 1 in the years 2003 to 2008, inclusive ("1992 Series A Refunded Bonds"), which were subject to optional redemption prior to maturity on or after September 1, 2002 ("2003 Refunding Project"); and

**WHEREAS**, punctual payment, when due, of the principal of and interest on the 2003 Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on January 29, 2003 ("Fourth Amending Guaranty Ordinance"), further amending the Original Guaranty Ordinance, as amended by the First Amending Guaranty Ordinance, the Second Amending Guaranty Ordinance and the Third Amending Guaranty Ordinance; and

**WHEREAS**, on September 18, 2008, the Authority issued its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2008), in the aggregate principal amount of \$15,905,000 ("2008 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution, the Second Supplemental Resolution and as further amended and supplemented by a resolution adopted by the Authority on April 17, 2008 and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992 AND JANUARY 16, 2003: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$16,000,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2008); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Third Supplemental Resolution"), to finance the acquisition, design, construction and equipping of an approximately fifty-two (52) acre lateral expansion of the Gloucester County Solid Waste Complex ("Complex") located in the Township of South Harrison ("Township"), in the County to increase the waste disposal capacity of the Complex, consisting of, among other things, the acquisition of Lot 9, Block 9 located in the Township; submission of the New Jersey Department of Environmental Protection permit application for the lateral expansion; and design, construction and equipping of access roads, storm water management swales and basins, leachate collection and conveyance systems and new cell construction to accommodate the lateral expansion (collectively, the "2008 Project"); and

**WHEREAS**, punctual payment, when due, of the principal of and interest on the 2008 Bonds is unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on April 16, 2008 ("Fifth Amending Guaranty Ordinance"), further amending the Original Guaranty Ordinance, as amended by the First Amending Guaranty Ordinance, the Second Amending Guaranty Ordinance, the Third Amending Guaranty Ordinance, and the Fourth Amending Guaranty Ordinance (the Original Guaranty Ordinance, as heretofore amended by the First Amending Guaranty Ordinance, the Second Amending Guaranty Ordinance, the Third Amending Guaranty Ordinance, the Fourth Amending Guaranty Ordinance, and the Fifth Amending Guaranty Ordinance is hereinafter referred to as the "Prior Guaranty Ordinance"); and

**WHEREAS**, in connection with implementation of the 2008 Project, the Authority adopted Resolution No. 218-09 on September 17, 2009 entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003 AND APRIL 17, 2008 AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION IN CONNECTION WITH THE 2008 PROJECT" ("Fourth Supplemental Resolution"), which amended the definition of the 2008 Project

to authorize two additional capital projects at the Complex (in the approximate aggregate amount of \$2,217,000) consisting of (i) the acquisition, construction and installation of approximately 1,600 linear feet of replacement leachate force main, piping and valves, collection pumps and associated equipment, riser sections for valve boxes and leachate detection manhole and other related site improvements ("Leachate Lift Station Rehabilitation Project") and (ii) the acquisition by the Authority of an approximately 36.9 acre portion of Block 9, Lot 4 on the Township Tax Maps (574 Harrisonville Road) for the purpose of future expansion of the Complex ("2009 Land Acquisition Project") to be undertaken with a portion of the balance of the proceeds of the 2008 Bonds; and

**WHEREAS**, the Authority desires to authorize the issuance of its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2012), in the aggregate principal amount of not-to-exceed \$5,750,000 ("2012 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution and as further amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, AND SEPTEMBER 17, 2009: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$5,750,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Fifth Supplemental Resolution" and together with the General Bond Resolution, as amended and supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, and the Fourth Supplemental Resolution, the "Bond Resolution"), to finance the acquisition, design, construction and equipping of new Cell 11B at the Complex to increase the waste disposal capacity of the Complex, submission of the New Jersey Department of Environmental Protection permit application for new Cell 11B, and acquisition, design, and construction of other related capital improvements at the Complex consisting of, among other things, groundwater well installation, pump house maintenance, lockout on tanker loading pump station, leachate storage tank repairs, and gas collection system improvements (collectively, the "2012 Project"); and

**WHEREAS**, in order to induce the prospective purchasers of the 2012 Bonds to purchase the 2012 Bonds and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A. 40:37A-80*), to further amend the Prior Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2012 Bonds as further described herein (the Prior Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

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

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

**Section 2.** Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2012 Bonds in a total aggregate principal amount not-to-exceed \$5,750,000, which 2012 Bonds are to be issued for the purpose of financing the costs of the 2012 Project as defined and further described in the preambles hereof, such 2012 Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Fifth Supplemental

Resolution authorizing the issuance of the 2012 Bonds and consistent with the provisions of the Act. Any 2012 Bonds which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented including by the Fifth Supplemental Resolution authorizing the issuance of the 2012 Bonds shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

**Section 3.** Upon the endorsement of the 2012 Bonds referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2012 Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2012 Bonds, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

**Section 4.** The Freeholder-Director of the County is hereby authorized and directed to execute on each of the 2012 Bonds, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

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

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

COUNTY OF GLOUCESTER, NEW JERSEY

By: \_\_\_\_\_  
Freeholder-Director".

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

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

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2012 Bonds outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$5,750,000, shall, after the issuance of such 2012 Bonds, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2012 Bonds entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2012 Bonds until the end of the fiscal year beginning next after the completion of the 2012 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year

if the revenues or other receipts or money of the Authority in such year relative to the 2012 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2012 Bonds issued to finance the costs of the 2012 Project or as otherwise provided by law.

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

(a) The maximum principal amount of 2012 Bonds which are hereby and hereunder guaranteed as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2012 Project to be financed in accordance with the transaction contemplated hereby is, \$5,750,000.

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

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$5,750,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2012 Bonds.

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

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

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

AI

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF LITIGATION  
ENTITLED MALESSIA LACY v. GC DEPT. OF CORRECTIONAL SERVICES,  
ET AL., DOCKET NO. GLO-L-1142-11 IN THE AMOUNT OF \$51,500.00**

**WHEREAS**, a claim has been asserted against the County of Gloucester by Malessia Lacy, and which case was filed in the Superior Court of New Jersey, Law Division, Gloucester County and identified as Docket number GLO-L-1142-11; and

**WHEREAS**, the claimant alleges violations under the New Jersey Civil Rights Act during her employment; and

**WHEREAS**, no liability has been found by any court or arbitrator against the County, nor does the County admit any liability; and

**WHEREAS**, however, legal counsel for the County has recommended that settlement of the claim in the amount of \$51,500.00 would be in the best interest of the County, and the most cost effective disposition of the claim; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$51,500.00, pursuant to C.A.F. #12-00376, which amount shall be charged against budget line item no. 2012321000120250; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officers are hereby authorized to make payment in the amount of \$51,500.00 in settlement of the matter of Malessia Lacy v. GC Department of Correctional Services, et al., Docket No. GLO-L-1142-11.

**BE IT FURTHER RESOLVED**, that the County Administrator is authorized to execute any and all documents necessary to effectuate the settlement set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

A2

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF JANUARY 2012**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending January 16, 2012; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending January 16, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending January 16, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending January 16, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A3

**RESOLUTION AUTHORIZING 2011 APPROPRIATION  
RESERVE BUDGET TRANSFERS**

**WHEREAS**, the County Treasurer has recommended the following 2011 appropriation reserve budget transfers in the total amount of \$4,277.00, as more particularly set forth herein; and

**WHEREAS**, the proposed 2011 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically 40A:4-58 and 5-59.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Freeholders of the County of Gloucester this 18th day of January 2012 as follows:

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2011 appropriation reserve budget transfers:

**TRANSFER FROM**

Electricity- OE 4,277.00

**TRANSFER TO**

Street Lighting - OE 1,600.00  
Heating Oil- OE 2,677.00  
4,277.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION  
PURSUANT TO N.J.S.A. 40A:4-53, ET SEQ., MADE FOR THE OFFICE OF THE  
ASSESSOR AND OTHER EXPENSE IN A TOTAL AMOUNT OF \$2,187,620.00**

**WHEREAS**, it has been found necessary to make an Emergency Appropriation to meet certain extraordinary expenses incurred, or to be incurred, by the revaluation of municipal properties by the County of Gloucester under the County Tax Assessment Pilot Program; and

**WHEREAS**, N.J.S.A. 40A:4-53 provides that it shall be lawful to make such appropriation, which appropriation and/or the "special emergency notes" issued to finance the same shall be provided for in succeeding annual budgets by the inclusion of an appropriation of at least one-fifth of the amount authorize pursuant to this act.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Freeholders of the County of Gloucester (by not less than two-thirds of all governing body members affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-55:

1. An emergency appropriation is hereby made for the Office of the Assessor -Other Expense in the total amount of \$2,187,620.00;
2. That the emergency appropriation shall be provided for in the budgets of the next succeeding years by the inclusive of not less than \$437,524.00 (must be at least one-fifth of the total amount).
3. That an "emergency note", not in excess of the amount authorized pursuant to law, be authorized;
4. That such note shall be executed by Gary M. Schwarz, County Treasurer/CFO;
5. That said note may be renewed from time to time provided that such note and any renewals shall mature and be paid in the amount of not less than one-fifth of the total amount appropriated by this resolution in each year after the authorization;
6. That two (2) certified copies of this resolution will be filed with the Director of the Division of Local Government Services; however, no approval is required from the Division.

**ADOPTED**, after a public hearing, at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

45

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT FOR THE COUNTY OF GLOUCESTER THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2012**

**WHEREAS**, N.J.S.A. 40A:11-12 permits contracting units to purchase materials, supplies and equipment, through the State of New Jersey Cooperative Purchasing Program, under any State of New Jersey (hereinafter the "State") Contracts entered into by the State's Division of Purchase and Property in the Department of the Treasury without the need for public bidding; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") is such a contracting unit, so that it desires to purchase materials, supplies and equipment through such State contracts without the need for public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be, and is, hereby authorized to purchase materials, supplies and equipment for the County of Gloucester, through State Contracts under the State's Cooperative Purchasing Program in accordance with N.J.S.A. 40A:11-12, and all other applicable statutes and regulations, for the year 2012.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

ALO

**RESOLUTION TO PURCHASE TECHNICAL SUPPORT AND MAINTENANCE FOR THE PROPRIETARY SIEMENS XLS-V FIRE ALARM SYSTEM INCLUDING THE REQUIRED ANNUAL CERTIFICATION FOR THE JUSTICE CENTER FROM SIEMENS INDUSTRY, INC., IN AN AMOUNT NOT TO EXCEED \$67,365.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2013**

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

**WHEREAS**, the renovation of the Justice Center included the installation of a state of the art Siemens Model XLS-V Fire Alarm Unit. Maintenance and technical support for the software and all associated alarm detectors, controllers, power boosters and panels are included within this contract. This software is proprietary and not available to dealers; and

**WHEREAS**, as part of this contract the County of Gloucester is obtaining annual service, parts and labor from Siemens Industry, Inc.; and

**WHEREAS**, it has been determined that the County of Gloucester can obtain the said technical support, maintenance and preparation for state inspections for a total amount not to exceed \$67,365.00 over a two year period; and

**WHEREAS**, the contract shall be for the purchase of an estimated quantity of products, for a minimum contract amount of Zero and a maximum contract amount of \$67,365.00 for a two year period. 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 the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to enter a Contract for the purchase of technical support, maintenance, and assistance with the preparation for annual testing and inspection of the fire alarms in the Justice Center, in the amount of \$67,365.00; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

A7

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACTS WITH APPRAISAL SYSTEMS, INC., FOR THE PROVISION OF PROFESSIONAL REVALUATIONS (YEAR 2013) FOR THE BOROUGHS OF CLAYTON, PAULSBORO AND PITMAN AND THE TOWNSHIPS OF FRANKLIN, GREENWICH, LOGAN AND WOOLWICH, FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT, WHICH CONTRACT SHALL BE OPEN ENDED AND SHALL HAVE A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$1,623,200.00**

**WHEREAS**, there is a need by Gloucester County for professional revaluations for the Boroughs of Clayton, Paulsboro and Pitman, and the Townships of Franklin, Greenwich, Logan and Woolwich; and

**WHEREAS**, the County requested proposals (RFP #011-058) from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Appraisal Systems, Inc., with offices at 266 Harristown Road, Suite 302, Glen Rock, NJ 07452, made the most advantageous proposal; and

**WHEREAS**, the contracts shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$1,623,200.00. The contracts are 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; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contracts between the County of Gloucester and Appraisal Systems, Inc., for the provisions of professional revaluations (Year 2013) for the Boroughs of Clayton, Paulsboro and Pitman, and the Townships of Franklin, Greenwich, Logan and Woolwich, for the period of one year from the date of the award of the contracts, for a minimum contract amount of Zero and a maximum contract amount of \$1,623,200.00; and

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

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Borough of Clayton**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$201,756.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. REVIEWS: Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. CONFLICT OF INTEREST: A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

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

ATTEST:

APPRAISAL SYSTEMS, INC.

\_\_\_\_\_  
GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Borough of Paulsboro**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$148,379.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. REVIEWS: Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. CONFLICT OF INTEREST: A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_  
**GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT**

A7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Borough of Pitman**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

**1. TERM.** The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.

**2. COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$202,059.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. REVIEWS: Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. CONFLICT OF INTEREST: A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_  
**GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT**

A7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Township of Franklin**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$503,482.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. REVIEWS: Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. CONFLICT OF INTEREST: A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_  
**GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT**

A7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Township of Greenwich**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$136,564.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. **REVIEWS:** Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. **CONFLICT OF INTEREST:** A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_  
**GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT**

A7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Township of Logan**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$188,548.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. REVIEWS: Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. CONFLICT OF INTEREST: A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

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

ATTEST:

APPRAISAL SYSTEMS, INC.

\_\_\_\_\_  
GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT

A7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
APPRAISAL SYSTEMS, INC.**

**THIS CONTRACT** is made effective this 18th day of January 2012, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPRAISAL SYSTEMS, INC.**, (a New Jersey Corporation) with offices at 266 Harristown Road, Suite 302, Glen Rock, New Jersey 07452, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for professional revaluation services for the **Township of Woolwich**, as more particularly set forth in **RFP-011-058**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period of one year, commencing January 18, 2012 and terminating January 17, 2013, as more specifically in RFP-011-058.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of the Vendor's proposal dated October 11, 2011 (hereinafter the "Proposal", which was submitted in response to the County's Request for Proposal ("RFP") 011-058. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of **\$242,412.00** (allocation of RFP based upon number of line items in municipality), as per the Proposal submitted by Vendor dated October 11, 2011.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP #011-058, and Vendor's responsive proposal dated October 11, 2011, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #011-058, this contract 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 set out in RFP #011-058.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

L. MUNICIPALITY: CONDITIONS TO BE MET: A municipality shall facilitate a firm's performance of the revaluation by providing the following:

- 1) An up-to-date tax map as well as;
  - a) Within 90 days of a county tax board to revalue, a municipality shall submit an up-to-date tax map to Property Administration to determine if it is suitable for revaluation use; and
  - b) A letter from a licensed land surveyor shall be submitted with the tax map to Property Administration certifying that the map is up-to-date; and
  - c) The revision block, located on the first page of a municipal tax map, must indicate that the municipal engineer reviewed the tax map within one year of submission to be considered suitable for revaluation use.
- 2) Official records and such other assistance required as an aid to the firm's performance. However, this does not relieve the firm's responsibility to field inspect all properties.
- 3) Letters of introduction to facilitate the firm's representative access to the property.
- 4) The mailing addresses of all property owners in the municipality to enable the revaluation firm to maintain a current mailing list. Informational letters mailed by the revaluation firm to property owners may require the signature of the municipal tax assessor.

M. STARTING AND COMPLETION DATE: The start date of the contract shall be immediately upon approval of the Division of Taxation and the completion date shall be not later than November 1, 2012.

N. ASSESSMENT NOTICES: Assessment notices shall not be sent prior to November 10, 2012.

O. REVIEWS: Sufficient time shall be allowed to hear and conclude reviews on or before December 15, 2012.

P. CONFLICT OF INTEREST: A contract submitted to the Director of the Division of Taxation shall include the following provisions with respect to officers, stockholders and employees of the firm:

- 1) No commissioner or employee of a county board of taxation with the county shall have any interest whatsoever, directly or indirectly, as an officer, stockholder, or employee or in any other capacity of the firm;
- 2) No company referred to in N.J.A.C. 18:12-4.4(a)7 shall represent any property owner or taxpayer filing a tax appeal with respect to a revaluation by the firm.

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 RFP #011-058, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

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

said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #011-058 issued by the County of Gloucester and Vendor's responsive proposal dated October 11, 2011. Should there occur a conflict between this form of contract and the County's RFP #011-058, then this Contract shall prevail. Should there occur a conflict between this Contract or the RFP #011-058 and the Vendor's responsive Proposal dated October 11, 2011, this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**APPRAISAL SYSTEMS, INC.**

\_\_\_\_\_  
**GLEN SHERMAN,  
EXECUTIVE VICE PRESIDENT**

**BASIS OF AWARD**  
(To be completed by County evaluation committee)

**RFP-011-058 – Revaluations Phase III – Appraisal Systems Inc.**

<b>EVALUATION FACTORS</b>	<b>SCORE</b>
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Qualified firm to perform all tasks listed in the RFP. Current provider with no problems _____ 25 _____ points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> Listed many similar engagements with all work performed in New Jersey. Currently working in Gloucester County. _____ 25 _____ points	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and demonstrates that all requirements can be Accomplished. _____ 25 _____ points	23
E. Reasonableness of Cost Proposal Lowest cost proposal submitted. Slight increase over last contract _____ 20 _____ points	15
<b>TOTALS</b>	<b>91</b>

A8

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH \*Notification Card Vendor\*, FOR A MINIMUM AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$ \_\_\_\_\_, FOR A TERM COMMENCING JANUARY 18, 2012 AND TERMINATING MARCH 31, 2012, FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTYASSESSMENT NOTIFICATION CARDS AS REQUIRED UNDER N.J.S.A. 54:4-38.1 FOR APPROXIMATELY 41,750 PROPERTY OWNERS WITHIN GLOUCESTER COUNTY**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the development, printing and first class mailing of property assessment notification cards to approximately 41,750 property owners within Gloucester County, as required under N.J.S.A. 54:4-38.1; and

**WHEREAS**, As per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at a certified data center location; and

**WHEREAS**, after following proper public bidding procedure, it was determined that \_\_\_\_\_, with corporate offices located at \_\_\_\_\_, \_\_\_\_\_, was the lowest responsive and responsible bidder to perform said services, for a minimum contract amount of Zero and a maximum contract amount of \$ \_\_\_\_\_, as more specifically described in the bid specifications of PD-012-003; and

**WHEREAS**, bids were publicly received and opened on \_\_\_\_\_, 2012; and

**WHEREAS**, this contract shall be for estimated units of services, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$ \_\_\_\_\_, for the period commencing January 18, 2012 and terminating on March 31, 2012. 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, and continuation of the contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and \_\_\_\_\_ Inc., for the development, printing and first class mailing of property assessment notification cards, as required under N.J.S.A. 54:4-38.1, for the period commencing January 18, 2012 and terminating March 31, 2012, for a minimum contract amount of Zero and a maximum contract amount of \$ \_\_\_\_\_; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A8

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
-----Notification Cards Vendor-----**

**THIS CONTRACT** is made effective this 18th day of January , 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and \_\_\_\_\_, (a New Jersey Corporation) with offices at \_\_\_\_\_, New Jersey , hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need by the County of Gloucester for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1 to approximately 41,750 property owners within Gloucester County, as set forth in PD-012-003, and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period January 18, 2012 through March 31, 2012.
2. **COMPENSATION.** Contract shall be for estimated units of service, for a minimum contract amount of Zero and a maximum contract amount of \$ \_\_\_\_\_.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County Budget.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-012-003, 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 should 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 parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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 non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this

Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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 PD-012-003, whichever the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

of termination.

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

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall,

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

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-012-003, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is effective as of this 18th day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**NOTIFICATION CARD VENDOR**

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

A9

**RESOLUTION AUTHORIZING A DEED FROM THE COUNTY OF GLOUCESTER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("GCIA") FOR A CERTAIN 111.40 ACRE TRACT KNOWN AS BLOCK 1401 LOT 6 IN EAST GREENWICH TOWNSHIP AND AUTHORIZING A LEASE FROM THE GCIA TO THE COUNTY FOR THE OFFICE SPACE USED ON THIS TRACT BY THE COUNTY**

**WHEREAS**, the County of Gloucester ("County") owns a one hundred and eleven point four acre(111.40) tract of land in the township of East Greenwich, Gloucester County also referred to as Block 1401, Lot 6; and

**WHEREAS**, the tract is the site of the sixty bed Shady Lane Nursing Home, the Shady Lane Child Development Center and various permanent structures which are currently being used by selected County departments as office space; and

**WHEREAS**, the County, by Resolution dated March 6, 2002, authorized the execution of a Management Agreement with the Gloucester County Improvement Authority and a transfer of the Nursing Home license to the GCIA; and

**WHEREAS**, the Shady Lane Nursing Home moved into the new modern facility in the fall of 2005 and after renovations were completed by the GCIA to convert the former nursing facility into office space, the County began to utilize said office space; and

**WHEREAS**, since that initial Management Agreement was approved, the County has been satisfied that the GCIA has efficiently operated the Nursing Home and Child Development Center and that both facilities are assets to the residents of Gloucester County; and

**WHEREAS**, the County and the GCIA contemplated in their discussions of the managerial transfer that if the GCIA's undertaking of the nursing home and child development center was successful and permanent that the County would transfer the property to the GCIA; and

**WHEREAS**, this land transfer from the County to the GCIA is contingent upon the parties executing a lease back to satisfy the County's office space needs.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute any deed, lease, or document necessary to accomplish the objectives of the within Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A9

Prepared By: \_\_\_\_\_  
Emmett E. Primas, Jr., Esq.,  
Assistant County Counsel

**Quitclaim Deed**

**THIS DEED** is made on the \_\_\_\_\_ day of January, 2012

**BETWEEN**

**COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, whose address is 2 South Broad Street, Woodbury, New Jersey 08096, referred to as the **Grantor**,

**AND**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**, a body politic and corporate of the State of New Jersey, whose address is 109 Budd Boulevard, New Jersey 08096, referred to as the **Grantee**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership:** The Grantor grants and conveys (transfers ownership of and title to) the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR AND ZERO CENTS (\$1.00)**.

The Grantor acknowledges receipt of this money.

**Tax Map Reference:** (N.J.S.A. 40:15-2.1) Municipality of the **Township of East Greenwich, New Jersey**, Block 1401, Lot 6.

**Property:** The property consists of land and all the buildings and structures on the land in the Township of East Greenwich, County of Gloucester, and State of New Jersey. The legal description is:

**SEE SCHEDULE "A" ANNEXED HERETO.**

**ALSO KNOWN AS** Lot 6, Block 1401

**BEING** a part of the same lands and premises that became vested in the County of Gloucester by Deed from Elizabeth Lippincott dated June 14, 1860, recorded June 16, 1860 in the Clerk's Office of the County of Gloucester in Deed Book W-4, page 654 & c.

**ALSO BEING** a part of the same lands and premises that became vested in the County of Gloucester by Deed from James Munyan and Susan Munyan, his wife on May 16, 1899, and recorded on May 18, 1899 in the Clerk's Office of the County of Gloucester in Deed Book 180, page 70 & c.

**Type of Deed:** This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

**Signatures.** The Grantor signs the Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested by its proper corporate officers and its corporate seal is affixed.

**Witnessed or Attested by:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**Robert DiLella, Clerk  
Freeholder Board**

\_\_\_\_\_(Seal)  
**Robert M. Damming, Director  
Freeholder Board**

**STATE OF NEW JERSEY      SS.:**  
**COUNTY OF GLOUCESTER**

I CERTIFY that on the \_\_\_\_ day of January, 2012

**Robert M. Damming**, personally came before me, and stated to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed for and on behalf of the Grantor, County of Gloucester, as Director of the Gloucester County Board of Chosen Freeholders;
- (b) signed, sealed and delivered this Deed for the Grantor as authorized by the Gloucester County Board of Chosen Freeholders by Resolution adopted March 24, 2010 at a regular meeting of the said Freeholders; and
- (c) made this Deed for \$1.00, as the full and actual consideration paid or to be paid to the Grantor for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

\_\_\_\_\_  
Notary Public

---

---

**Dated:** January \_\_, 2012

**QUITCLAIM DEED**

COUNTY OF GLOUCESTER,

**Grantor,**

**Record and return to:**

**TO**

GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY,

**Grantee.**

---

---

119

**LEASE AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

**THIS LEASE AGREEMENT** is entered into the \_\_\_\_\_ day of January, 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "**County**" and the **GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "**Authority**".

**RECITALS**

1. Authority is the owner of the land and premises which formerly housed the Shady Lane Nursing Home located in East Greenwich Township, Gloucester County, New Jersey;
2. County desires to lease portions of the office space in the renovated Shady Lane property for use as offices for certain of its operations;
3. Authority has, consistent with its statutory purposes and powers, the authority to lease all or part of the Shady Lane facility to the County for County governmental purposes;
4. The County has the authority pursuant to the New Jersey Local Lands and Buildings Law to enter into a lease with authority for such office space;
5. The County and the Authority have previously adopted resolutions authorizing the execution of a lease for these purposes;
8. By execution of this Lease Agreement, County and Authority wish to formalize their agreement for the lease of this space.

**AGREEMENT**

**IN CONSIDERATION OF THE MUTUAL PROMISES** made by and between the parties, the parties agree as follows:

**1. PREMISES LEASED.** The premises consist of approximately 17,000 square feet of office space (currently calculated as 16,979 square feet) in the premises formerly known as the Shady Lane Nursing Home, located on Shady Lane Road in East Greenwich Township, Gloucester County, New Jersey. The property is known as Block 1401, Lot 6 on the tax map of the Township of East Greenwich. The premises leased include the office space, sufficient space for parking of County employees and all rights of ingress and egress.

**2. RENT AND OTHER CHARGES.** The total rent for the premises payable by the County to the Authority shall be in the amount of ONE DOLLAR (\$1.00) per year. Said rent shall be payable on the 30<sup>th</sup> day following the commencement date of the lease, but may be paid in full in advance. Otherwise, the rent shall be payable on the like date of each successive year for the term of the lease.

County shall have no obligation to contribute to common area expenses, utility expenses, insurance expenses or any other cost or expense.

However, notwithstanding any other provision of this lease, the County shall be responsible for the connection of and the cost of its telephone and internet service.

**3. TERM.** The term of this lease shall be for a period of 99 years, but in any event no longer than the period permitted by applicable State Law. It shall commence upon the date of the occupancy of the premises by the County for use of the offices, which date shall constitute the "**Commencement Date**".

County shall specifically have the right to terminate this lease on an annual basis, upon 60 days notice from County to Authority.

Both County and Authority agree, upon demand of the other, to execute a declaration expressing the commencement and termination dates of the term as soon as the commencement date has been determined.

This Lease Agreement and the tenancy hereby created shall cease and terminate at the end of the original term of this lease, without the necessity of any notice from either County or Authority to terminate the same.

**4. USE OF PREMISES.** County intends to use the premises primarily for office space devoted to its governmental operations. However, County may make any lawfully permitted use of the premises that is consistent with and necessary for its governmental operations.

**5. COMPLIANCE WITH LAWS.** The County shall promptly and fully comply with all laws, rules, ordinances and regulations of any and all duly constituted authorities having jurisdiction, concerning or affecting the demised premises and the operations of the County's business thereon.

**6. EASEMENTS, AGREEMENTS OR ENCUMBRANCES.** The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises. The Authority will notify the County of any easements, agreements, or encumbrances of which they have knowledge.

**7. INSURANCE.** Authority shall at all times during the term of this Lease maintain appropriate hazard and other insurance coverage. Authority shall cause County to be named as an additional insured (but not a named insured) on all such policies. County will maintain general liability insurance and all other insurances typically maintained by County for premises which it occupies.

**8. AUTHORITY REPAIRS.** Authority shall, at its sole cost and expense, maintain, repair and replace all parts or portions of the leased premises and its systems, as shall be necessary to keep the premises in good repair and condition.

**9. REQUEST FOR REPAIRS.** All requests for repairs or maintenance that are the responsibility of Authority pursuant to any provision of this Lease must be made in writing to Authority at the address set forth for Authority in the opening paragraph of this Lease, unless it constitutes an emergency, in which case verbal notification shall be permitted.

**10. QUIET ENJOYMENT.** Authority covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. County, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on County, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid free from disturbance by Authority or anyone claiming by, through or under the Authority.

**11. ACCESS TO PREMISES.** County shall have unrestricted access to the premises which it shall occupy pursuant to this Lease. County shall permit Authority to enter the leased premises at all reasonable hours to inspect the premises with 24 hours notice, except in an emergency, for the purpose of doing any lawful act necessary to maintain, repair and replace all or any parts of the premises as may be needed to maintain the premises in a state of good condition and repair. The parties acknowledge that the County's operation is in many ways confidential. By granting access to the premises, County does not grant to Authority access to its files, documents or other details of operation.

**12. INDEMNIFICATION.** The Authority shall indemnify, save and hold harmless the County from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty by Authority, its agents, servants, employees and invitees.

**13. SUBORDINATION.** To the extent that it may be legally required by any bond agreement entered into by Authority, this Lease and the County's interest hereunder shall be subject and subordinate at all times to any such bond agreements or other security instruments, including all renewals, extensions, consolidations, assignments and refinances of the same. However, nothing in this Lease Agreement shall constitute an agreement by the parties that County shall be divested or in any way affected by actions by the bond holders on the bonds or

any other proceedings on the bonds or other instruments or other obligations secured thereby, so long as the County shall not be in default under the terms of this lease. County and Authority agree that this Lease shall remain in full force and effect notwithstanding any such proceedings.

**14. SIGNAGE.** The parties agree that identification of the County's occupancy and, to the extent required by the County, identification of the departments occupying the premises shall be included on any signage at the premises to the extent and in the manner requested by the County.

**15. NOTICES.** All notices from County to Authority required or permitted by any of the provisions of this Lease Agreement shall be directed to Authority at the Office of the Authority, George Strachan, Executive Director at 109 Budd Boulevard, Woodbury, NJ 08096 with a copy to Legal Counsel for the Authority, currently Timothy Scaffidi, with offices at 28 Cooper Street, Woodbury, NJ 08096.

All notices from Authority to County required or permitted by any of the provisions of this Lease Agreement shall be directed to County at the Office of the County Administrator, currently at Two South Broad Street, Woodbury, NJ 08096, with a copy to County Counsel with offices currently at Two South Broad Street, Woodbury, NJ 08096.

Either party may, at any time, or from time to time, designate in writing a substitute address for that set forth above, and thereafter, notices shall be directed to such substitute address.

**15. APPLICABLE LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

**16. CAPTIONS AND HEADINGS.** The captions and headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease Agreement, nor in any way affect this Lease Agreement.

**17. WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

**19. GROUNDS MAINTENANCE.** Authority will be responsible for maintenance of lawns, snow removal and all outside maintenance.

**20. SEVERABILITY.** If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

**IN WITNESS HEREOF,** the Authority and County have hereunto set their hands and seals, all as of the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
**CHARLES FENTRESS, CHAIRMAN**

A10

**RESOLUTION APPOINTING A MEMBER TO THE  
GLOUCESTER COUNTY LIBRARY COMMISSION**

**WHEREAS**, a five year term of one member of the Gloucester County Library Commission will expire on January 17, 2012; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester desires to appoint a member to the Gloucester County Library Commission to fill this term.

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

1. **KATHLEEN A. LOVE-MOORE** is hereby appointed to a five-year term on the Gloucester County Library Commission, said term commencing on January 18, 2012 and terminating on January 17, 2017; and
2. Said appointment is subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held at Woodbury, New Jersey on January 18, 2012.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

✓  
A10

---

## KATHLEEN A LOVE-MOORE

---

330 New Castle Lane  
Swedesboro NJ 08085

856-241-1120 (h)  
lovemoka@hotmail.com (h)

### EDUCATION

Computer Programming Diploma, Chubb Institute, Springfield PA  
M.S., Library and Information Science, Drexel University, Philadelphia PA  
B.S., Nutrition Science, Drexel University, Philadelphia PA

### PROFESSIONAL EXPERIENCE

---

#### Archives & Records Management Analyst, AstraZeneca, Wilmington DE 2006- present

- Develops and implements policies, practices, and procedures in line with established ARM (Archives & Records Management) Quality Management System for the efficient and standardized archiving and management of records (paper and electronic)
  - Works closely with customers, stakeholders, and partners to identify and develop appropriate and efficient service relationships in conjunction with ARM programs, practices, and standards.
  - Leads or participates in improvement projects globally and/or cross-regions related to archives and records management
  - Plans and coordinated ARM-related activities associated with the records management system upgrades
- 

#### Kelly Services

2002 – 2005

#### **Process Analyst, AstraZeneca, Wilmington DE**

- Managed documentation project for standard operating procedures, guidelines, and working instructions to ensure regulatory compliance and quality standards were maintained for the indexing and archiving of case report forms and clinical study documents within R&D Archives.
  - Created and implemented standard operating procedures, guidelines, and working instructions for R&D Archives.
  - Developed training materials and training sessions on operating procedures for staff.
  - Planned and successfully managed project plans for the scanning and indexing of 150,000 clinical study documents in support of FDA submissions.
  - Trained staff on the use of metrics in order to measure and analyze processes.
  - Assisted with validation of department's applications and partnered with Information Systems department in writing and verifying test scripts.
  - Assisted in the supervision of Imaging Services and Records Management operations and staff.
- 

#### **Assistant Project Manager, Centocor, Malvern PA 2002-2003**

- Planned, organized, and managed the scanning and microfilming project for 4,000 laboratory notebooks within the projected timeframe.
  - Defined, developed, and implemented processes and project plan for internal resources and third-party vendor.
  - Documented workflows and wrote operating procedures and job aids.
  - Managed vendor service level and contract agreements through the approval process.
  - Conducted focus groups to determine client requirements and expectations of quality.
  - Resolved issues with vendor to ensure quality standards were achieved and maintained.
-

---

The Vanguard Group, Malvern, PA

1999 -- 2002

**Web Page Producer Team Lead**

- Ensured project work for Vanguard's web site was planned, organized, and delivered according to project management standards and schedules.
- Managed the production of fully assembled and verified web pages produced using a content management system.
- Managed the expectation of project managers in relation to the web page assembly workflow and the roles and responsibility associated with production and delivery of web pages.
- Assisted in the evaluation and implementation of a search engine to the web site.
- Effectively mentored team members to adopt best practices of page integrity testing.

Andersen Consulting, Wilmington DE

1997-1999

Chubb Computer Services, Professional Resources Division, Media, PA

**Software Developer**

- Performed data assessment and system analysis of a major chemical company's dataware house database for Y2K compliance.
- Developed functional specifications and technical designs in collaboration with clients and teams.
- Prepared test scripts, modified, debugged and executed enhancements to programs, verified test data and prepared programs for production implementation within specified project plans.

---

Astra Merck Inc., Wayne PA

1994-1996

**Information Integrator**

- Conducted competitor research and analysis on companies, therapeutic areas, and the health care industry in support of clinical development and marketing teams
- Set up knowledge management taxonomy for a competitive intelligence system
- Trained clients how to search information on the Internet and online commercial databases.
- Identified and categorized Internet sites for the company's Intranet
- Demonstrated Internet capabilities at medical conferences.
- Planned the design and coordinated setup of a satellite information/library center

RW Johnson Pharmaceutical Research Institute, Raritan, NJ

1989-1994

Johnson & Johnson Company

**Information Scientist**

- Searched online databases to retrieve, compile, and create customized medical literature and business reports to marketing, research, and clinical study teams.
- Monitored newswires and trade press to provide a daily alert online news service on the drug and health care industry to pharmaceutical executives.
- Indexed published medical literature for a product literature database.
- Evaluated and recommended acquisitions of new information technology and published resources.

All

**RESOLUTION PLACING THE CULTURAL & HERITAGE COMMISSION  
UNDER THE GLOUCESTER COUNTY COLLEGE AND TRANSFERRING  
APPOINTMENT AUTHORITY TO THE COLLEGE BOARD OF TRUSTEES,  
AND AMENDING THE COUNTY RULES OF THE BOARD TO REMOVE  
THE JURISDICTION PROVISION OVER THE CULTURAL  
& HERITAGE COMMISSION**

**WHEREAS**, by resolution adopted on April 20, 2011, the Gloucester County Board of Chosen Freeholders transferred services relative to Cultural & Heritage from the Gloucester County Cultural & Heritage Commission to the Gloucester County College; and

**WHEREAS**, in accordance with the County Rules of the Board, the Department of Government Services maintains jurisdiction over the Cultural & Heritage Commission and the appointment of Commission members; and

**WHEREAS**, it is necessary to move and place the Cultural & Heritage Commission under the Gloucester County College, and to transfer the appointment authority as to Commission members in consistency with the transfer of Cultural & Heritage services to the Gloucester County College; and

**WHEREAS**, Article VIII, Paragraph 5 of the Gloucester County Rules of the Board will also require amendment to remove the jurisdiction provision over the Cultural & Heritage Commission.

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

1. That the Cultural & Heritage Commission shall now be placed under the Gloucester County College, consistent with the transfer of services.
2. That authority pertaining to the appointment of Commission members to the Cultural & Heritage Commission shall be transferred to the Gloucester County Board of Trustees.
3. That Article VIII, paragraph 5 of the County Rules of the Board shall be amended to remove jurisdiction over the Cultural & Heritage Commission by the Department of Government Services.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

STATE OF NEW JERSEY -- DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM
PO BOX 299, TRENTON, NEW JERSEY 08625-0299

RESOLUTION

A RESOLUTION to authorize participation in the State Health Benefits Program and/or School Employees' Health Benefits Program of the State of New Jersey.

BE IT RESOLVED:

- 1. The COUNTY OF GLOUCESTER hereby elects to participate in the Health Program provided by the New Jersey State Health Benefits Act of the State of New Jersey (N.J.S.A. 52:14-17.26 and N.J.S.A. 52:14-17.46.2) and to authorize coverage for all the employees and their dependents thereunder in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
2. A. [X] We elect to participate in the Employee Prescription Drug Plan defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
B. [ ] We will be maintaining as our prescription drug plan.
C. [ ] We will not have a stand-alone prescription drug plan and understand that prescription drug coverage will be provided based on the medical plan chosen by the subscriber.
3. A. [ ] We elect to participate in the Employee Dental Plans defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission.
B. [X] We will be maintaining Delta Dental as our dental plan. (copy attached)
C. [ ] We will not have a dental plan.
4. We elect 30 hours per week (average) as the minimum requirement for full time status in accordance with N.J.A.C. 17:9-4.6.
5. As a participating employer we will remit to the State Treasury all charges due on account of employee and dependent coverage and periodic charges in accordance with the requirements of the statute and the rules and regulations duly promulgated thereunder.
6. We hereby appoint Chad M. Bruner, County Administrator to act as Certifying Officer in the administration of this program.
7. This resolution shall take effect immediately and coverage shall be effective as of May 1, 2012 or as soon thereafter as it may be effectuated pursuant to the statutes and regulations (can be no less than 75 or 90 days pursuant to the provisions of N.J.S.A. 17:9-1.4).

NOTE: AN INDIVIDUAL IS PERMITTED COVERAGE AS AN EMPLOYEE, RETIREE, OR DEPENDENT. MULTIPLE COVERAGE UNDER THE SHBP OR SEHBP IS PROHIBITED.

1 If not electing prescription drug coverage and/or dental plan participation through the State Health Benefits Program or School Employees' Health Benefits Program, attach copies of the current prescription drug and dental plan contracts.
2 As of 6/1/2010, may not be less than 25 hours per week for employees, or 35 hours per week for elected or appointed officials.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

Approx. 1,450 (1,100 active/350 retired)
NUMBER OF EMPLOYEES

CORPORATE NAME OF EMPLOYER
on the day of 20
SIGNATURE
OFFICIAL TITLE

STREET ADDRESS
CITY STATE ZIP CODE
AREA CODE TELEPHONE
EMPLOYER'S STATE SOCIAL SECURITY IDENTIFICATION NUMBER

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS

**STATE HEALTH BENEFITS PROGRAM  
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**  
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

**RESOLUTION**

**A RESOLUTION to adopt the provisions of Chapter 48 (N.J.S.A. 52:14.17.38) under which a public employer may agree to pay for the State Health Benefits Program (SHBP) and/or School Employees' Health Benefits Program (SEHBP) coverage of certain retirees.**

**BE IT RESOLVED:**

- The COUNTY OF GLOUCESTER \_\_\_\_\_  
CORPORATE NAME OF EMPLOYER - COUNTY SHBP/SEHBP ID NUMBER  
hereby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission and School Employees' Health Benefits Commission to implement the provisions of that law.
- This resolution affects employees as shown on the attached Chapter 48 *Resolution Addendum*. It is effective on the 1st day of May \_\_\_\_\_, 2012 \_\_\_\_\_.  
MONTH YEAR
- We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any *Chapter 88 Resolution* or *Chapter 48 Resolution* adopted previously by this governing body.
- We agree that this *Resolution* will remain in effect until properly amended or revoked with the SHBP and/or SEHBP. We recognize that, while we remain in the SHBP and/or SEHBP, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached *Chapter 48 Resolution Addendum* for all employees who qualify for this coverage while this *Resolution* is in force.
- We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this *Resolution*.

**I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the**

_____	_____
CORPORATE NAME OF EMPLOYER	ADDRESS
on the _____ day of _____, 20_____	_____
_____	_____
SIGNATURE	CITY STATE ZIP CODE
_____	_____
OFFICIAL TITLE	AREA CODE TELEPHONE NUMBER



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS

**STATE HEALTH BENEFITS PROGRAM**  
**SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**  
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

**RESOLUTION ADDENDUM INSTRUCTIONS**

You must complete the *Resolution Addendum* along with the *Resolution* to adopt the provisions of Chapter 48, P.L. 1999. The following information is requested on the *Resolution Addendum*:

1. Enter the month and year the *Resolution* will become effective (must agree with the month and year shown on the *Resolution*).
2. Check appropriate box indicating the coverage(s) that form is being used for. (medical, dental, both).
3. Enter the corporate name of the employer, the county, and the employer's SHBP or SEHBP Identification Number.
4. Enter the following information in the corresponding columns:

**Class of Employees** (i.e., police officers, clerical workers, bargaining unit (i.e., PBA, CWA), Nonaligned, Individual(s), etc.

**Explanation of N.J.S.A. 52:14-17.38 Provisions:**

- 1 = Retired on a disability pension;
- 2 = Retired with 25 or more years of service
- 2a= Number of years of service with the employer not greater than 25 years;
- 3 = Retired upon or after the age of 65 or older with 25 years of service.
- 3a= Number of years of service with the employer not greater than 25 years;
- 4 = Retired upon or after the age of 62 with 15 or more years of service with the employer.

**NOTE: If no minimum years of service are required please indicate with an N/A in appropriate box.**

**NOTE: An age requirement is not permitted under provisions 1 or 2, provisions 3 and 4 already have an age requirement.**

5. Check "Yes" or "No" to indicate if the employees are:

Premium Payment Retiree's;  
Premium Payment Dependents;  
Medicare Reimbursement;  
Premium Payment Surviving Spouses;  
If Benefits apply to current Retirees;  
If Benefits do not apply to current Retirees give effective date

**For items that are answered "Yes," indicate % the employer is paying — 0% to 100%.**

6. Enter the date on which the *Resolution* is being submitted, the name and phone number of the Certifying Officer, and name and address of the adopting employer.
7. Attach copies of all applicable contracts, ordinances, and resolutions requiring or authorizing post-retirement medical payments.

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS

**STATE HEALTH BENEFITS PROGRAM  
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**  
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

**CHAPTER 48, P.L. 1999**

**SHBP/SEHBP PARTICIPATING EMPLOYER PAYMENT  
OF POST-RETIREMENT MEDICAL COSTS**

Chapter 48, P.L. 1999, provides eligible participating local employers\* considerable flexibility in managing their post-retirement medical costs. It also brings State Health Benefits Program (SHBP) and School Employees' Health Benefits Program (SEHBP) eligibility standards for employer-paid coverage into alignment with local government laws.

Chapter 48, P.L. 1999, essentially does the following:

- (1) It gives eligible employers greater flexibility in defining which employees qualify for post-retirement medical benefits by using the age and service requirements of the local government laws N.J.S.A. 40A:10-23.
- (2) It allows an eligible local employer to negotiate payment obligations for post-retirement medical coverage.

**It is important to note that Chapter 48, P.L. 1999 applies only to *post-retirement* medical coverage. It *does not* allow the SHBP or SEHBP participating employer to negotiate payment obligations for coverage of its active employees.**

A *Resolution* form is provided in this packet, should your location be interested in adopting the provisions of Chapter 48, P.L. 1999. Both the *Resolution* and *Resolution Addendum* must be completed and submitted to the Health Benefits Bureau of the Division of Pensions and Benefits in order to take advantage of the provisions of this law. Additionally, copies of all applicable contracts, ordinances, and resolutions requiring or authorizing post-retirement medical payments must be submitted with the *Resolution*.

To submit your *Resolution*, you must enter the name of the employer, the county, the employer's SHBP/SEHBP identification number, the month and year the *Resolution* will be effective, and the identifying information requested on the bottom of the form. You must also complete the attached *Resolution Addendum* (instructions are on the reverse side of the addendum).

**Mail the *Resolution*, the *Resolution Addendum*, and copies of all applicable contracts, ordinances, and resolutions requiring or authorizing post-retirement medical payments to the Health Benefits Bureau, Division of Pensions and Benefits, PO Box 299, Trenton, NJ 08625-0299.**

If you have any further questions concerning this resolution, you may write to us at the address shown above or send e-mail to: [pensions.nj@treas.state.nj.us](mailto:pensions.nj@treas.state.nj.us) Please be sure to include your name, telephone number, e-mail address, employing location, and your specific question in the correspondence.

*\*The State, State colleges and universities, State agencies and authorities, the Palisades Interstate Park Commission, and the New Jersey Commerce and Economic Growth Commission are not eligible.*

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS  
**STATE HEALTH BENEFITS PROGRAM**  
**SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**  
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

**RESOLUTION**

A **RESOLUTION** to elect a premium delay option as selected below.

- One month delay (initial election)
- Two month delay (initial election)
- Add additional one month delay for a maximum premium delay of two months (for locations that have previously adopted a one month premium delay)

**BE IT RESOLVED:**

The COUNTY OF GLOUCESTER  
NAME OF EMPLOYER - COUNTY SHBP/SEHBP #

hereby resolves to exercise its premium delay option under the State Health Benefits Program and/or School Employees' Health Benefits Program as selected above, commencing with the

MAY 2012 premium.  
MONTH YEAR

We understand that, should our group elect to terminate State Health Benefits Program and/or School Employees' Health Benefits Program participation sometime in the future or the Programs cease to exist, any delayed premiums will become due and payable immediately. We understand that this premium delay shall take effect 60 days following receipt of this resolution by the State Health Benefits Commission or School Employees' Health Benefits Commission.

We understand, in accordance with N.J.S.A. 17:9-5.3(b), that full payment of health benefit charges must be received on or before the due date printed on the bill and that interest shall be applied to the total transmittal of health benefit charges from the day following the due date until the day payment is received.

***I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the***

\_\_\_\_\_  
CORPORATE NAME OF EMPLOYER

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
OFFICIAL TITLE

\_\_\_\_\_  
AREA CODE TELEPHONE NUMBER

**RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #01 TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND FRENCH & PARRELLO ASSOCIATES, P.A., CONSULTING ENGINEERS, IN THE TOTAL CONTRACT AMOUNT OF \$17,000.00, RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$124,870.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 24, 2009 authorizing the execution of a contract between the County of Gloucester (hereinafter the "County") and French & Parrello Associates, P.A., Consulting Engineers (hereinafter "French"), with offices located at 107 Gilbreth Parkway, Suite 103, Mullica Hill, NJ 08062, for Construction Management & Inspection Services, per RFP-09-068, relative to the Construction of the Reconstruction of Tuckahoe Road, County Route 557, from 500 feet +/- north of Marsh Lake Branch to US Route 40, Harding Highway, Section 6, Franklin Township, Gloucester County, New Jersey, Federal Project No. STP-0178(109) Construction, Engineering Project #99-14FA (hereinafter the "Project"); and,

**WHEREAS**, the total amount of the original contract with French for the Project was \$107,870.00, per Resolution adopted on November 24, 2009 (hereinafter the "Contract"); and,

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended an amendment to the Contract, which will increase the total amount of same by \$17,000.00, resulting in a new total contract amount of \$124,870.00; and,

**WHEREAS**, the proposed Contract amendment is necessitated by the need for additional Construction Management & Inspection Services due to changes in the construction schedule for the Project, which resulted in more inspection hours than was included in the proposal relative to the Project; and,

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, would continue in full force and effect; and,

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$17,000.00, pursuant to C.A.F. #12-00045, which amount shall be charged against County Budget line item G-02-09-057-001-20240.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute Amendment #01 to the Contract between the County and French to increase the Contract amount by \$17,000.00 for additional Construction Management and Inspection Services as set forth hereinabove for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B1

**AMENDMENT TO CONTRACT  
BETWEEN  
FRENCH & PARRELLO ASSOCIATES, P.A., CONSULTING ENGINEERS  
AND THE  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract which was entered into on the 24<sup>th</sup> day of November, 2009 by and between **French & Parrello Associates, P.A., Consulting Engineers** (107 Gilbreth Parkway, Suite 103, Mullica Hill, NJ 08062) (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 provide for additional Construction Management & Inspection Services, per RFP-09-068, for the Construction of the proposed Reconstruction of Tuckahoe Road, County Route 557, from 500 feet +/- north of Marsh Lake Branch to US Route 40, Harding Highway, Section 6, Franklin Township, Gloucester County, New Jersey, Federal Project No. STP-0178(109) Construction, Engineering Project #99-14FA.**

**The Contract is further amended to provide that the total contract amount is increased by \$17,000.00 for the said additional services, which were necessitated by changes in the construction schedule resulting in more inspection hours than included in the original proposal. The new total contract amount is \$124,870.00.**

**All other terms and provisions of the contract**, and conditions set forth therein, that are consistent with this Addendum and State requirements, shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 18<sup>th</sup> day of January, 2012.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**FRENCH & PARRELLO ASSOCIATES, P.A.,  
CONSULTING ENGINEERS**

\_\_\_\_\_

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

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00045 DATE December 21, 2011

G-02-09-057-001-20240 (\$17,000.00)

BUDGET NUMBER - CURRENT YR            B            DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$17,000.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Professional Services Contract Modification to provide additional Construction Management & Inspection Services per RFP-09-068 due to changes in the construction schedule that resulted in more inspection hours than included in the proposal for the Construction of the proposed Reconstruction of Tuckahoe Road, County Route 557, from 500 feet +/- north of Marsh Lake Branch to US Route 40, Harding Highway, Section 6, Franklin Township, Gloucester County, New Jersey. Federal Project No. STP-0178(109) Construction, Engineering Project #99-14FA.

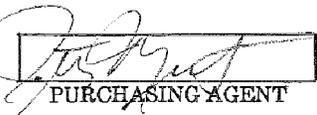
VENDOR: French & Parrelle Associates, P.A., Consulting Engineers

ADDRESS: 107 Gilbreth Parkway, Suite 103

Mullica Hill, NJ 08062

  
DEPARTMENT HEAD APPROVAL

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-11-12

Meeting Date: January 18, 2012

BA

**RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #01  
TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND  
FEDERICI & AKIN, P.A. IN THE TOTAL CONTRACT AMOUNT OF \$60,000.00  
RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$160,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on June 22, 2011 authorizing the execution of a professional services contract for Professional Engineering and Inspection Services for County Capital Projects, per RFP-11-038, between the County and Federici & Akin, P.A., with offices located at 307 Greentree Road, Sewell, NJ 08080 (hereinafter "Federici"), relative to Engineering Project #11-07 (hereinafter the "Project"); and

**WHEREAS**, the total amount of the original contract with Federici for such services for the Project was \$100,000.00, per the Resolution adopted on June 22, 2011; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer for the County, has recommended Amendment #01 to the County's contract with Federici, which will increase the total amount of the contract by \$60,000.00, resulting in a new total contract amount of \$160,000.00; and

**WHEREAS**, the proposed contract amendment is necessitated by the need for additional Engineering and Inspection Services for the Project in order to complete same based upon an increase in the scope of the work of the Project; and

**WHEREAS**, all terms and provisions of the previously executed contract between the County and Federici, with the exception of the total contract amount, would continue in full force and effect; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$60,000.00, pursuant to C.A.F. #12-00059, which amount shall be charged against County Budget line item C-04-08-012-165-12210 for \$49,850.00, and C-04-09-012-165-12210 for \$10,150.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, and the Clerk of the Board, be, and hereby are, authorized and directed to execute the Amendment #01 to the contract between the County and Federici for Professional Engineering and Inspection Services for the Project to increase the contract amount by \$60,000, resulting in a new contract amount of \$160,000.00, for the afore-said additional services necessitated by an increased scope of work for the said project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B2

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
FEDERICI & AKIN P.A.**

**THIS** is an Amendment to a contract which was entered into on the 22<sup>nd</sup> day of June, 2011, per RFP-11-038, by and between **Federici & Akin P.A.**, with offices at 307 Greentree Road, Sewell, NJ 08080, (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:

**Increase the contract by a total amount of \$60,000.00, resulting in a new total contract amount of \$160,000.00 for additional Engineering and Inspection Services for the project "Engineering and Inspection Services for Gloucester County Capital Projects Management", relative to Engineering Project #11-07.**

All other terms and provisions of the Contract, and conditions set forth therein, that are consistent with this Addendum and State requirements, shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 18<sup>th</sup> day of January 2012.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

ATTEST:

FEDERICI & AKIN P.A.

\_\_\_\_\_

\_\_\_\_\_

By:

Title:

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N.J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00059 DATE January 06, 2012  
~~C-04-08-012-165-12210~~ (\$49,850.00)  
C-04-09-012-165-12210 (\$10,150.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$60,000.00) COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Contract Modification Increase #01, to an existing Professional Services Contract for the project "Engineering and Inspection Services for Gloucester County Capital Projects Management" to provide for additional Inspection, Environmental and Design Services per RFP-11-038 Engineering Project #11-07.

VENDOR: Federici & Akin P.A.

ADDRESS: 307 Greentree Road

Sewell, NJ 08080

 1-6-12  
DEPARTMENT HEAD APPROVAL

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-11-12

Meeting Date: January 18, 2012

B3

**RESOLUTION AUTHORIZING CONTRACT CLOSEOUT CHANGE ORDER, DECREASE #02-FINAL, WITH WALTERS MARINE CONSTRUCTION, INC. IN THE AMOUNT OF \$26,628.75 REGARDING COUNTY ENGINEERING PROJECT #06-17FA(2)**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the Reconstruction of Bridge 8-K-6, Grant Avenue over Little Ease Run in Franklin Township, Gloucester County, New Jersey, Federal Project No.: BRZ-C00S (044), Engineering Project #06-17FA(2) (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County to Walters Marine Construction, Inc. (hereinafter "Walters"), with an office address of 414 Woodbine-Ocean View Road, Ocean View, NJ 08230 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order, Decrease #02-Final, which will decrease the total amount of the Contract of \$684,097.25 for the Project by \$26,628.75, resulting in a new adjusted total Contract amount of \$657,468.50; as said decrease is the close-out change order reflecting final as-built quantities resulting from reductions and increases of the original contract quantities, and thereby an overall reduction of the original contract amount; and

**WHEREAS**, this Project is 100% Federally funded.

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

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order, Decrease #02-Final, regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order, Decrease #02-Final, for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid State Aid Change Order, Decrease #02-Final, regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Bk

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, INCREASE #02,  
WITH AMERICAN ASPHALT COMPANY, INC. IN THE AMOUNT OF \$37,142.41  
REGARDING COUNTY ENGINEERING PROJECT #ENGRG. 08-09FA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the Construction of the Resurfacing and Safety Improvements to Kings Highway, County Route 551, Section 1 between Asbury Station Road, County Route 684 and Quaker Road and Section 2 between Whiskey Mill Road, and the Mantua Creek in the Townships of Woolwich and East Greenwich, Gloucester, Federal Project Number FS-C00S(110) ARRA Federal Stimulus, Project Engineering Project #08-09FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County to American Asphalt Company, Inc. (hereinafter "American"), with an office address of 116 Main Street, West Collingswood Heights, NJ 08059-1809 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #02, which would increase the total amount of the Contract of \$1,544,237.72 for the Project by \$37,142.41, resulting in a new adjusted total Contract amount of \$1,581,380.13; and

**WHEREAS**, the said change order is necessitated by the need for additional police traffic directors during construction instead of detours; additional concrete sidewalk due to ADA sidewalk ramp requirements; additional HMA driveway required around ADA sidewalk ramps; additional striping for revised turn-lane; and additional vertical curb and asphalt price adjustment; all resulting in the proposed increase of the Contract amount; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$37,142.41, pursuant to C.A.F. #12-00079, which amount shall be charged against County Budget line item G-02-10-062-000-12227.

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

1. The hereinabove referenced Change Order, Increase #02, to increase the County's Contract with American for the Project in the amount of \$37,142.41, resulting in a new total adjusted contract amount of \$1,581,380.13, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute the Change Order, Increase #02, for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order, Increase #02, regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-00079 DATE January 6, 2012

G - 02 - 10 - 062 - 000 - 12227 (\$37,142.41)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$37,142.41 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Change Order Increase #02 for Additional police traffic directors during construction instead of detours, additional concrete sidewalk due to ADA sidewalk ramp requirements and additional HMA driveway required around ADA sidewalk ramps. Additional striping for revised turn-lane, additional vertical curb and asphalt price adjustment, in association with the Resurfacing and Safety Improvements to Kings Highway, CR551, Section 1 between Asbury Station Road, CR684 & Quaker Road and Section 2 between Whiskey Mill Rd and the Mantua Creek in the Townships of Woolwich and East Greenwich, Gloucester County, Federal Project Number FS-C00S(110) ARRA Federal Stimulus Project , Engineering Project #08-09FA

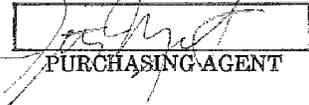
VENDOR: American Asphalt Company, Inc.

ADDRESS: 116 Main Street

West Collingswood Heights, NJ 08059-1809

  
DEPARTMENT HEAD APPROVAL

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-11-12

Meeting Date: January 18, 2012

B5

**RESOLUTION AUTHORIZING A CHANGE ORDER, INCREASE #01,  
WITH JPC GROUP, INC. IN THE AMOUNT OF \$208,635.45 REGARDING  
COUNTY ENGINEERING PROJECT #11-09FA (101)**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously requested the receipt of quotes for the Emergency Project "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester", Project #11-09FA(101) (hereinafter the "Project"); and

**WHEREAS**, the Project authorization followed emergency procurement procedures through the County's Purchasing, Engineering and Legal Departments, and a contract for the Project was previously awarded to JPC Group, Inc., (hereinafter "JPC"), with an office address of 228 Barnsboro-Blackwood Road, Blackwood, NJ 08012; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order, Increase #01, which would increase the total amount of the contract with JPC by \$208,635.45, resulting in a new total contract amount of \$1,662,075.45, said increase being necessary to adjust the contract amount for "As-Built" quantities due to increases, decreases and supplemental items reflecting actual field conditions; and

**WHEREAS**, the Project is a 75% Federally funded reimbursable project under the disaster declaration; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$208,635.45, pursuant to C.A.F. #12-00080, which amount shall be charged against budget line items C-04-11-016-165-16224 (\$206,015.00), and C-04-11-016-165-16222 (\$2,620.45), for a total amount of \$208,635.45.

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

1. The hereinabove referenced Change Order, Increase #01, to increase the County of Gloucester's Contract with JPC Group, Inc. for the Project in the amount of \$208,635.45, resulting in a new total adjusted contract amount of \$1,662,075.45, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County of Gloucester; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order, Increase #01, regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B-5

Certificate of Availability of Funds

TREASURER'S NO. 12-00080 DATE January 6, 2012  
C-04-11-016-165-16224 (\$206,015.00)  
C-04-11-016-165-16222 (\$2,620.45)

BUDGET NUMBER - CURRENT YR        B        DEPARTMENT Engineering

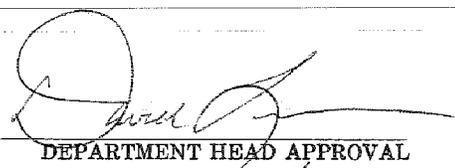
AMOUNT OF CERTIFICATION \$208,635.45 COUNTY COUNSEL August Knestaut, Esq.

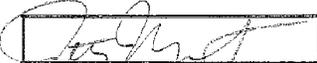
DESCRIPTION: Contract Change Order Increase #01 for "As-Built" Quantities to date based on actual field conditions including supplemental items for the Emergency Project "Emergency Contract for Scour Countermeasures in Various Municipalities in the County of Gloucester " as per Engineering Project #11-09FA(101)

VENDOR: IPC Group, Inc.

ADDRESS: 228 Blackwood-Barnsboro Road

Blackwood, NJ 08012

  
DEPARTMENT HEAD APPROVAL  
for  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-11-12

Meeting Date: January 18, 2012

V:\Projects\11-09 Irene Storm Damage\11-09FA(101) FA Emergency Scour Protection measures at various locations  
countywide\Correspondence\Agenda Request Package (Resolutions)\11-09FA(101) JPC Emergency Contract Change Order Increase #01, C.A.F..doc

BL

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, DECREASE #3-FINAL, WITH DRISCOLL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$11,713.63 REGARDING COUNTY ENGINEERING PROJECT #08-05SA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the Reconstruction of County Bridge 4-J-8, Barnsboro-Blackwood Road, County Route 603, over Mantua Creek, in the Townships of Mantua & Deptford, Gloucester County, New Jersey, Engineering Project #08-05SA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was previously awarded by the County to Driscoll Construction Co., Inc., with a mailing address of 809 Bethlehem Pike, P.O. Box 399, Spring House, PA 19477 (hereinafter "Driscoll"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order, Decrease #03-Final, which will decrease the total amount of the contract with Driscoll by \$11,713.63, to reflect actual field conditions/as-built quantities, resulting in a new total contract amount of \$2,280,071.89, a contract decrease; and

**WHEREAS**, the Project is a 100% State Aid funded Project.

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

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order, Decrease #03-Final, regarding Driscoll's contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute the Change Order, Decrease #03-Final, for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid State Aid Change Order Decrease #03-Final regarding the Contract for the Project.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C1

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR THE MAINTENANCE AND ADMINISTRATION OF A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 FOR A CONTRACT AMOUNT NOT TO EXCEED \$172,000.00 PAYABLE TO THE COUNTY OF GLOUCESTER**

**WHEREAS**, the County of Gloucester and the County of Salem are adjacent counties located in Southern New Jersey; and

**WHEREAS**, pursuant to N.J.S.A 52:17B-83 each New Jersey County is obligated to either maintain an office of County Medical Examiner or jointly maintain a County Medical Examiner Office on a cooperative basis; and

**WHEREAS**, Gloucester County and Salem County have previously determined that it is the best interest of the residents of both counties that the counties agree to form and operate a Cooperative Office of County Medical Examiner; and

**WHEREAS**, the Gloucester County and Salem County have therefore previously entered into agreements providing for the operation of the cooperative office of County Medical Examiner; and

**WHEREAS**, the prior agreement between the Counties has expired and it is necessary and appropriate to enter into a new Shared Services Agreement for the period beginning January 1, 2012 and concluding December 31, 2012; and

**WHEREAS**, the County of Salem has or is about to adopt a Resolution authorizing the execution of an Shared Services Agreement in substantially our form of the Agreement accompanying this Resolution; and

**WHEREAS**, it is appropriate for the County of Gloucester to also adopt a Resolution taking the same action.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and Clerk of the Board are hereby authorized to execute a Shared Service Agreement with the County of Salem for the maintenance and Administration of a cooperative Office of County Medical Examiner, which agreement shall be in substantially the form of the Agreement accompanying this Resolution, subject to appropriate modification by the Gloucester County Administrator and County Counsel, for the period beginning January 1, 2012 and concluding December 31, 2012 in consideration for payment by the County of Salem to the County of Gloucester in an amount not to exceed \$172,000.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



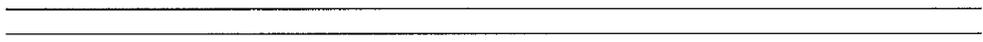
**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

CI  
Revised



**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

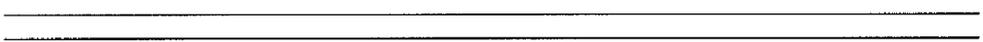
and

**THE COUNTY OF SALEM, NEW JERSEY**

**FOR THE PROVISION OF MEDICAL EXAMINER SERVICES**

**FOR THE PERIOD BEGINNING JANUARY 1, 2012 AND CONCLUDING DECEMBER 31, 2012**

**Dated: January 1, 2012**



## **SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), is effective January 1, 2012, and is made by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester") and the County of Salem, a body politic and corporate of the State of New Jersey ("Salem").

### **RECITALS**

1. The County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The County of Salem ("Salem") is a body politic and corporate of the State of New Jersey with main offices located at 92 Market Street, Salem, New Jersey;
3. Gloucester and Salem previously entered into a Shared Services Agreement for the provision by Gloucester of medical examiner services on behalf of Salem;
4. The Counties wish to enter into a Shared Services Agreement providing for similar services to be provided and further providing for certain terms and conditions to the performance by each County;
5. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.
6. N.J.S.A. 52:17B-83 authorizes the maintenance and administration of the Office of the County Medical Examiner on a cooperative basis.

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

### **AGREEMENT**

#### **A. DESCRIPTION OF THE PROJECT.**

The Project for purposes of this Agreement shall consist of the maintenance and administration of an Office of County Medical Examiner on a cooperative basis by Gloucester and Salem. The parties acknowledge that Gloucester has a separate Shared Services Agreement made by and between Gloucester and Camden County for the provision of similar services.

**B. DESCRIPTION OF SERVICES.**

1. Pursuant to N.J.S.A. 52:17B-83, Gloucester shall maintain and administer the Office of the County Medical Examiner ("Office") on a cooperative basis with Salem. Said Office shall, at all times, be in complete compliance with all applicable federal, state and local laws;
2. The Office shall provide full services 24 hours per day, seven days per week;
3. Said Office shall include the staff, services and labor necessary for the complete performance of the work of the Office of the Medical Examiner, and shall be able to perform the duties of that Office pursuant to N.J.S.A. 52:17B-81 et seq.
4. Pursuant to N.J.S.A. 52:17B-85, Gloucester shall establish and pay the appropriate salaries, fees and expenses for the personnel in the Office of the Medical Examiner.
5. The Office shall be physically located at 254 County House Road, Old Shady Lane Complex, Clarksboro, NJ 08020, or at such other address as the County of Gloucester shall determine is necessary and appropriate.
6. Gloucester shall own, lease or otherwise be in physical possession of the Office, and shall be responsible for its upkeep, maintenance, and all associated costs. This includes, but is not limited to rent, lease payments, utilities, and repairs.
7. The Office shall house all facilities necessary for the actual operation, maintenance and administration of the Cooperative Medical Examiner's Office. Gloucester may make arrangements with the appropriate entities and facilities located in Salem County for the provision of services such as autopsy examinations.
8. The Office shall be directed by a County Medical Examiner, who shall be appointed by both the Gloucester County Board of Freeholders and the Salem County Board of Freeholders. The County Medical Examiner shall be vested with all statutory and regulatory authority on behalf of both Salem and Gloucester.
9. Gloucester shall employ all staff necessary for the Office to meet all statutory and regulatory obligations for the operation of the Office. All staff of the Office shall be employees of Gloucester County. However, the Medical Examiner shall be appointed by both Gloucester and Salem consistent with the terms and the provisions of N.J.S.A. 52:17B-81 et seq.
10. The County Medical Examiner and his staff shall meet all statutory and regulatory requirements.
11. The Medical Examiner shall have the sole duty and responsibility for implementation of office policies, including but not limited to his employees and employee work schedules, as permitted by law.

12. The employees of the Office shall be responsible for its administration.
13. The staff of the Office shall receive all day time calls from the various Communication Centers, and respond accordingly. (Salem County shall continue to take initial incoming calls of notice of death to report to the scene. Salem will then call the Office, or if necessary, the Gloucester County Communications Center, and the Office shall respond accordingly.)
14. Gloucester shall contract with appropriate facilities for the use of morgue space in order to accept bodies and to conduct autopsies.
15. The Office shall maintain an annual operational budget, which shall be provided to Salem upon acceptance of same by the Gloucester County Board of Freeholders.
16. The Medical Examiner shall appear as an expert witness for hearings, trial, or depositions in connection with work performed as the Medical Examiner. Such appearances shall be made without charge to Salem.
17. The Medical Examiner shall provide consultations with law enforcement, prosecutors and families seven days a week.
18. Gloucester shall assign staff to cover Salem. It is understood and agreed, however, that there shall be staff available at all times who will cover all areas covered under this agreement.
19. Gloucester agrees that it shall endeavor, at all times relevant hereto, to respond to all calls placed by or in Salem within 15 minutes of receipt, and shall respond to all crime and death scenes within 90 minutes.
20. The Medical Examiner shall endeavor to provide educational services such as lectures to Salem County, or any municipality located within Salem law enforcement, schools and healthcare entities.

**C. SALEM OBLIGATIONS.**

1. Salem shall pay to Gloucester an annual sum not to exceed \$172,000.00 payable in quarterly increments of \$43,000.00. Payment to Gloucester from Salem shall be made in four equal payments, with payments due to Gloucester on January 1, April 1, July 1 and October 1.
2. In addition to the compensation described in paragraph C. 1., above, Salem shall reimburse Gloucester for any portion of the insurance premium for the policy of insurance covering the performance of the Medical Examiner to the extent that that portion of the premium is attributable to the services to be provided in connection with Salem County cases. In addition, Salem shall reimburse Gloucester for any demonstrable increase in insurance premiums, which increase

is directly attributable to a case or cases occurring in Salem and involving Salem County police, fire, emergency and/or other personnel. The amount of the payment requested in the form of reimbursement shall be calculated by Gloucester and provided to Salem with appropriate supporting documentation. Salem will make payment of the reimbursement amount within 90 days of receipt of the documentation.

3. Nothing contained herein shall be construed as altering in any way the legal obligation of Salem County, or any municipality located within Salem County, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving Salem. In the event that any claim shall be brought against the Medical Examiner, Medical Examiner Office personnel, and/or the County of Gloucester and/or any of its officers, employees, agents, or the like, which claim arises from a death or other matter occurring in Salem, then Salem shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

**D. TERM.**

This Agreement shall be for one year, commencing January 1, 2012 and concluding December 31, 2012. Either party may terminate this agreement upon 120 days written notice to the other.

**E. INSURANCE AND INDEMNIFICATION.**

Gloucester and Salem shall each maintain policies of liability insurance providing coverage for claims against the Medical Examiner's Office. Gloucester's policy shall name Salem as an additional insured; Salem's policy shall name Gloucester as an additional insured.

Each County shall defend, indemnify and hold harmless the other, its officers, agents and employees from any and all claims, suits, actions, damages or costs of any nature whatsoever whether for personal injury, property damage or other liability arising out of a death occurring in the respective County's County resulting in response or other investigation by the Medical Examiner.

Each County shall defend, indemnify and hold harmless the other, its officers agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever whether for personal injury, property damage or other liability, arising out of or in any way connected with that County's acts or omissions in connection with this agreement.

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend Gloucester, Salem and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

Gloucester and Salem agree as follows:

- (i) Gloucester shall give an authorized Salem representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and Salem shall give an authorized Gloucester representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
- (ii) Gloucester shall not, without the prior written consent of Salem, adjust, settle or compromise any such claim, suit or action with respect to the Office, and Salem shall not, without the prior written consent of Gloucester, adjust, settle or compromise any such claim, suit or action with respect to the Office.

**F. REPORT OF SERVICES.**

Upon request, the Medical Examiner shall provide a written report every six months detailing the activities and services performed for Salem. Said report shall be provided to Salem in a timely fashion, at the address specified herein.

**G. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by Gloucester to Salem, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation of the County Medical Examiner Office on a cooperative basis.

Neither Gloucester nor Salem intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations pursuant to the Agreement.

- H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

- I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either County, in his or her individual capacity, and neither the officers, agents or employees of either County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**J. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon Gloucester, Salem and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared 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.
4. **Entire Agreement.** This Shared Services 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.
5. **Further Assurances and Corrective Instruments.** Salem and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Office or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

**K. EFFECTIVE DATE.** This Agreement shall be deemed to be effective as of January 1, 2012, which date shall be considered the commencement date of this Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**COUNTY OF SALEM**

\_\_\_\_\_  
**EARL GAGE, CLERK/ADMINISTRATOR**

\_\_\_\_\_  
**JULIE A. ACTON, DIRECTOR**

C2

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNDERWOOD MEMORIAL HOSPITAL FOR THE USE OF ITS MORGUE FOR THE MEDICAL EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$41,231.00**

**WHEREAS**, the County of Gloucester wishes to enter into an Agreement with Underwood Memorial Hospital, for the use of its morgue for the Medical Examiner to perform autopsies; and

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

**WHEREAS**, the contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012; and

**WHEREAS**, Contractor shall be compensated \$114.53 per autopsy for a minimum contract amount of Zero and a maximum contract amount of \$41,231.00. The Agreement 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; and

**WHEREAS**, this Contract is being entered into pursuant to the provisions of N.J.S.A. 40A:12-3 et. seq.; and

**WHEREAS**, this Contract is subject to approval of the Gloucester County 2012 Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to execute a Contract with Underwood Memorial Hospital, Attn: James R. Brant, Sr Vice President/CFO, Broad Street, Woodbury, NJ 08096, for a minimum contract amount of Zero and a maximum contract amount of \$41,231.00; and

**BE IT FURTHER RESOLVED**, prior to any services being provided, pursuant to the within Contract, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, identifying the line item from County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C2

**CONTRACT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
UNDERWOOD MEMORIAL HOSPITAL**

This Contract is made effective the 1<sup>st</sup> day of January, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **UNDERWOOD MEMORIAL HOSPITAL**, Attn. James R. Brant, Sr. Vice President/CFO of Broad Street, Woodbury, New Jersey 08096, (hereinafter referred to as the "**Vendor**").

**RECITALS**

**WHEREAS**, the County of Gloucester wishes to enter into an Agreement with Underwood Memorial Hospital, for the use of its morgue for the Medical Examiner to perform autopsies; 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**. This Contract shall be effective for the period commencing January 1, 2012 to December 31, 2012.

**2. COMPENSATION**. Vendor shall be compensated at the rate of \$114.53 per case with the total contract amount not to exceed \$41,231.00. This is an open-ended contract and, as such, the County shall not be required to purchase any minimum amount of services.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as directed by the County Medical Examiner and shall include, but not be limited to, the use of the Morgue for the Medical Examiner to perform autopsies. 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 any specifications, which may have been issued by the Gloucester County Medical Examiner in connection with the work to be performed.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. The Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Vendor 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, Vendor 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.

Vendor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents 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 proposal documents, whichever 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 any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. 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.** The parties acknowledge that Vendor is covered by the County's insurance policy in connection with those services rendered within the scope of this contract for the County at the County's direction, but such coverage does not apply to any actions by the Contractor which are outside the scope of the contract or personally provided.

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

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

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

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

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

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

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

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

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

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

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

**THIS CONTRACT** is dated this 1<sup>st</sup> day of January, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**UNDERWOOD MEMORIAL HOSPITAL**

\_\_\_\_\_  
**JAMES L. BRANT,  
SR. VICE PRESIDENT/CFO**